#### DAWSON COUNTY BOARD OF COMMISSIONERS VOTING SESSION AGENDA - THURSDAY, MAY 18, 2017 DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM 6:00 PM

#### A. ROLL CALL

#### **B. OPENING PRESENTATION**

<u>Presentation</u> of Mr. Bill Ross of Ross & Associates to discuss updating the Dawson County Impact Fee Program and Comprehensive Plan

#### C. INVOCATION

#### **D. PLEDGE OF ALLEGIANCE**

#### **E. ANNOUNCEMENTS**

#### F. APPROVAL OF MINUTES

Minutes of the Voting Session held on May 4, 2017

#### G. APPROVAL OF AGENDA

#### H. PUBLIC COMMENT

#### I. ZONINGS

- 1. <u>ZA 17-01</u> Joseph E. Stauffer, Attorney has made a request on behalf of Steele Buffalo Butchery, for a Special Use Permit to allow for the butchering, processing, and slaughtering of naturally processed products. The property is located on TMP 118-091-001 and is zoned CHB (Commercial Highway Business).
- 2. <u>ZA 17-02</u> John A. Roberts, Esquire has made a request on behalf of Michael and Deborah Papaionau, for a Special Use Permit to allow for a public arena for equine events. The properties are located on TMPs 066-007-001 and 066-007 and is zoned RA (Residential Agriculture). *This application has been withdrawn by the applicant*.
- <u>3.</u> <u>ZA 17-03</u> Richard Bourgeois has made a request to rezone 7+/- acres from RS (Residential Suburban) to RA (Residential Agriculture) to allow for greater agricultural uses. The property is located on TMP 105-153.

#### J. PUBLIC HEARING

<u>1.</u> Consideration to move forward 2017 Updated Environmental Health Fee Schedule (1st of 2 hearings. 2nd hearing will be held on June 1, 2017)

#### K. NEW BUSINESS

- 1. Consideration of County-Wide Revaluation and Equalization Project RFP
- 2. Consideration of Fire House Subs and Chick-fil-A Dawsonville Fund Raising Opportunities to Support Dawson County Emergency Services
- 3. Consideration of Request to Surplus Three Fire Apparatuses
- 4. Consideration to move forward with Public Hearings on June 1, 2017 and June 15, 2017 regarding the Scrap Tire Storage and D 1 sal Draft Ordinance

#### Page 1 of 238

- 5. Consideration of Dawson County Rotary Club request to contribute handicapped accessible playground equipment for the playground at Rock Creek Park
- 6. Consideration of FY2017 Legacy Link Addendum #2
- 7. Consideration of FY2018 Legacy Link Contract
- 8. Consideration of Proposed Revised Travel Policy
- 9. Consideration of 2016 Budget Amendments
- 10. Consideration of Contract with GMRC Regarding Community Development Block Grant Application Services for Senior Center Expansion
- 11. Consideration of Board Appointment:
  - Dawson County Library
    - Susan Roof- *Reappointment* (Term: July 2017 through June 2021)

#### L. PUBLIC COMMENT

#### **M. EXECUTIVE SESSION**

#### M. ADJOURNMENT

# Backup material for agenda item:

Presentation of Mr. Bill Ross of Ross + Associates to discuss updating the Dawson County Impact Fee Program and Comprehensive Plan urban planning & plan implementation

May 2, 2017

Jason Streetman, Director Dawson County Planning and Development 25 Justice Way Dawsonville, Georgia 30534

RE: Dawson County Impact Fee Program Update

Mr. Streetman,

This is to provide some background on how we arrived at the fee we have proposed to bring the Dawson County Impact Fee Program up to date.

Although our work is characterized as an "update" to the County's impact fee program, it will actually be a full "amendment", requiring a complete re-write of the program documents, more akin to the creation of a new impact fee program. This will involve preparation of a new Impact Fee Methodology Report, a new Capital Improvements Element, an updated Fee Schedule, review and possible update of the County's Impact Fee Ordinance, modernization of the computer assessment program, and a revised Administrative Procedures Manual.

In calculating a fee proposal, we consider a number of factors that influence the amount of time we anticipate spending on a project. Based on our wide range of experience with impact fees over many years, we have identified several important factors that contribute to the degree of difficulty we anticipate. These include:

#### **Type of Public Facility Categories.**

Of basically 8 categories (see comparison table below), Dawson County's program involves 6, with the type of categories to be reviewed making a difference. Among the 8 categories, the general degree of difficulty ranges from libraries (relatively easy) to parks & recreation (more complicated); and road improvements require a methodology completely different from the others.

#### **Data Availability**

This includes population, housing unit, employment and tax base forecasts, and our perception of the ease or difficulty that will be experienced in obtaining reliable data on which to base the calculations. While annual Census estimates are available for population (and thus housing unit) data, much less data is available on local jobs. Our recent work for the Water & Sewer Authority gives us a head start. For road improvements, the availability of current volume, and pre- and post-improvement, ADT data is a plus.

#### **Expertise of Local Staff**

Some folks know what they are doing, some don't. Working with experienced local staff members that have experience with impact fee programs, understand and can interpret the law, and are effective administrators reduces the burden on us to educate or organize local staff and procedures. Dawson County shines in this area.

#### **Availability of Capital Improvement Plans**

The extent to which the jurisdiction and its affected departments have plans for future improvements in place or that are anticipated plays an important role in the extent to which the consultant will be called upon to provide ad hoc planning for impact fee eligible projects to meet Level of Service standards.

#### **Previous Experience in Georgia**

We have prepared the vast majority of impact fee programs adopted in Georgia, and have provided continuing assistance to communities in setting up and administering their programs, as well as amending them from time to time. Georgia's Development Impact Fee Act is unique in most respects, so our broad knowledge of local implementation requirements and wealth of interpretations under the law allows us to be both efficient and focused, saving the client "start-up" costs for us to become knowledgeable of the peculiarities of Georgia requirements. Over our many years of experience as a Georgia-based firm, we have developed a depth of knowledge of Dawson County from our work done for the County in years past, including through preparation and implementation of the County's current impact fee program.

#### **Some Comparables**

The following table shows some comparable impact fee program work for a number of counties over the years and a few recent cities. Every jurisdiction is different, of course, and one-to-one comparisons are difficult. The indications on the table of the public facility categories studied and additional work performed provides some idea of comparability, while other factors discussed above (such as plans and data availability) are also important. (Note that the contract amounts also have been inflated to 2017 dollars for a more direct comparison to the Dawson County proposed fee.)

		Pop/Emp Forecasts	CIE Public Facilities								Lees		JT			
City or County	Assessment Report		Library	Fire	Jail	E-911	EMS	Sheriff/ Police	Parks & Recreation	Roads	Water/Sewer Connection F	vvater/>connection Fees Computer Program	!st Annual Update Report	Contract	Year	2017 Dollars (rounded)
Alpharetta														\$ 62,500	2014	\$ 67,300
Camden County				-										\$ 103,550	2007	\$ 132,400
Coweta County								•						\$ 88,330	2005	\$ 118,600
Dawson County														\$ 52,800	2003	\$ 74,500
Hall County														\$ 79,607	2000	\$ 120,900
Henry County				-										\$ 91,450	2002	\$ 132,200
Jackson County				•										\$ 78,301	2007	\$ 100,100
Jasper County		•												\$ 48,218	2006	\$ 63,200
Jones County		•							•					\$ 48,218	2006	\$ 63,200
Lee County	•	•		•	•		•		•				•	\$ 78,060	2005	\$ 104,800
Milton				•						-				\$ 58,140	2014	\$ 62,600
Newton County														\$ 84,700	2000	\$ 128,600
Pike County														\$ 49,400	2006	\$ 64,700
Rockdale County														\$ 58,400	2004	\$ 80,400
Sandy Springs	•	•		-		•		•	•	-				\$ 72,930	2015	\$ 76,600
Spalding County		•		-	•		-	•				•		\$ 49,800	2003	\$ 70,200
Thomas County	•			-	•		-						-	\$ 69,800	2007	\$ 89,200
Walton County														\$ 55,400	2003	\$ 78,100
Dawson Co NEW															2017	\$ 47,250

I hope this is the information will be useful.

Sincerely,

William F. Ross

urban planning & plan implementation

May 1, 2017

Jason Streetman, Director Dawson County Planning and Development 25 Justice Way Dawsonville, Georgia 30534

> RE: Dawson County Impact Fee Program Update and Comprehensive Plan Update 2018

Mr. Streetman,

Thank you for the opportunity to propose consulting services to Dawson County regarding the preparation of a complete update of, and amendment to, the County's Impact Fee Program, and for preparation of the 5-Year Update to the Comprehensive Plan (due to be adopted by October, 2018).

I have attached a Statement of Qualifications reflecting the enormous experience we have with creating, updating and maintaining impact fee programs for cities and counties in Georgia. Overall, we have prepared the vast majority of such programs adopted in the state. Importantly, we are the only consultant in the country whose impact fee programs have been tested in court under Georgia's unique law, and we have won every case on every count, hands down. We are also the only consultant that "sticks with" our clients after the program is adopted, available to answer questions and solve problems pro bono.

Most recently, we have seen through to adoption impact fee assignments in Alpharetta, Milton and Sandy Springs—Alpharetta updated their entire program in September, 2015, Milton adopted their new program a year ago last October, and Sandy Springs adopted its completely revised impact fee program this past October. These impact fee program assignments were very similar to Dawson County's needs. We encourage you to contact Tom Harris, Alpharetta's Finance Director at 678-297-6094, and Kathi Cook, Alpharetta's Planning director at 678-297-6073. In Milton, you should call Kathy Field, the Community Development Director, at 678-242-2555, and for Sandy Springs, Jim Tolbert, Assistant City Manager, at 770-206-1418. We have also just undertaken a total update to Spalding County's impact fee program, being done in association with their 5-Year Comprehensive Plan Update (due for adoption by August this year). Our client contact there is Chad Jacobs, Director of Community Development, at 770-467-4254. Many more client contacts are included in the Statement of Qualifications.

#### Scope of Services—Impact Fee Program Update

We have attached a thoroughly detailed Scope of Services following this letter. In summary ...

Our services will include:

• Advice and assistance to the County on impact fees in general,

Proposal: Dawson County Impact Fee Program Update and Comprehensive Plan Update 2018 May 1, 2017, page 2

- The preparation of population, housing and employment forecasts for the County as a whole and the unincorporated area, to the target year 2040,
- The preparation of an Impact Fee Methodology Report which will include all impact fee calculations,
- A completely amended Capital Improvements Element,
- The preparation of a revised schedule of impact fees,
- A review of the Impact Fee Ordinance to conform to current state law requirements, and including discussion with the County Commission regarding the final impact fees to be charged,
- Replacement and upgrade of the County's Impact Fee Assessment computer program, and
- Documentation of the County's administrative impact fee procedures in a manual.

The results of our proposed services will be the completion of an updated impact fee program and fee schedule for the County meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the County's Comprehensive Plan.

#### Scope of Services—Comprehensive Plan 5-Year Update

A complete, thoroughly detailed Scope of Services is attached at the end of this letter. In summary ...

Our services will include:

- An extensive Community Participation Program, involving:
  - 1. Periodic meetings with an appointed Steering Committee,
  - 2. A countywide meeting to kick off the plan preparation process,
  - 3. A countywide Visioning Workshop,
  - 4. A countywide open house meeting to present the Plan recommendations, and
  - 5. Three County Commission briefings to discuss progress and obtain feedback on issues.
- Preparation of a Community Assessment report, including:
  - 1. An evaluation and projections of population, housing and economic development factors,
  - 2. Sections on Development Patterns, Natural and Cultural Resources, Community Facilities, and Intergovernmental Coordination.
- Preparation of the Comprehensive Plan document, including:
  - 1. The Community Vision,
  - 2. A Future Development Guide, and

#### Proposal: Dawson County Impact Fee Program Update and Comprehensive Plan Update 2018

May 1, 2017, page 3

- 3. An Implementation Program.
- 4. The previously prepared Capital Improvements Element will be included as an attachment.

#### Compensation

Our compensation would be billed on a not-to-exceed lump sum basis (including all expenses and other associated costs), and invoiced no more often than once a month based on the percentage complete.

If the County wishes to engage us separately for each project, our proposed compensation would be as follows:

- For the update and amendment of the Impact Fee Program, a total cost not to exceed \$47,250.<sup>1</sup>
- For preparation of the Comprehensive Plan 5-Year Update, a total cost not to exceed \$54,600.

There are certain synergies realized during preparation of the impact fee work that would allow us to reduce the cost for the Comprehensive Plan Update if both projects are contracted together (even though the impact fee work would be expected to begin in advance of initiation of the Plan update). Under that scenario, **the total cost for both assignments would be reduced from \$101,850 to a not-to-exceed total of \$98,650** (a \$3,200 reduction). The County would also have the flexibility to approve the work in two stages, with the impact fee update proceeding immediately and the Comprehensive Plan work beginning later such that invoices for Plan work would not be due until the next fiscal year.

Should the County choose to move forward on this proposal we would provide you with a contract for the work outlined above and develop an appropriate time schedule with you to meet all County deadlines.

We are excited about the prospect of working with you, the County Commission, the County Staff and the County Attorney on these projects. Please let us know if we can provide additional information. We stand ready to meet with the County Commission or any staff members to discuss and finalize our proposals.

Sincerely,

William F. Ross

<sup>&</sup>lt;sup>1</sup> Bear in mind that the impact fee update work described here can be recovered as a 'system improvements cost' included in the County's impact fee collections.

# **Dawson County Impact Fee Program Update**

# **Scope of Services**

Our services will include advice and assistance to the County in general on impact fee matters, the preparation of an Impact Fee Methodology Report (including all impact fee calculations), a completely amended Capital Improvements Element, the preparation of a revised impact fee schedule, and a review of the Impact Fee Ordinance to conform to current state law requirements.

The results of our proposed services will be the completion of an updated impact fee program and fee schedule for the County meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the County's Comprehensive Plan.

Our assistance would include the following items:

# **Task 1: Project Initiation**

Review of and revisions to unfinished public facilities projects carried over from the current impact fee program, if any, with specific attention to possible changes to such projects (including any applicable updates to the projects' estimated costs) in any or all of the County's five public facility categories:

- Library Materials,
- Fire Protection,
- County Jail,
- Parks and Recreation, and
- Road Improvements.

Project cost estimates and start dates for impact fee eligible projects, determined in conjunction with County departmental estimates.

Budgeted capital projects, adopted Capital Improvement Plan project listings and departmental service plans/projections will be key inputs for the impact fee eligible project listing. All current cost estimates will be converted to Net Present Value (NPV) using average annual inflation rates (the CPI and Engineering News Record's BCI and CCI for building and other construction projects), discounted by the County's current investment interest rate.

# **Deliverables:**

• Policy directions meeting with all affected departments regarding planned projects.

# Task 2: Impact Fee Methodology Report

The preparation of a completely new Impact Fee Methodology Report addressing the County's five impact fee eligible public facility categories listed above, including new impact fee calculations which will reflect the following:

# Forecasts

#### Population, dwelling unit and employment forecasts to 2040

Socioeconomic forecasts will be prepared for the County as a whole, the City of Dawsonville and the unincorporated area outside of Dawsonville.

Beginning with countywide forecasts prepared by Woods & Poole Economics and, most recently, for the Etowah Water and Sewer Authority, this step may include preparation of trend analyses against historic annual population data for various trial time frames, prepared as 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> order regressions. The data will be consistent with data developed as part of the Comprehensive Plan Update. The results will be presented in a Technical Appendix containing all pertinent calculations.

#### Tax digest forecasts.

These will be needed to calculate credits for new development property taxes attributable to impact fee projects, and will reflect average new house sales prices and per-employee nonresidential property values. The calculation of a credit against impact fees as needed to avoid potential situations of double taxation.

# Level of Service (LOS) Standards.

The current LOS for library materials will be based on existing facilities and the current number of housing units countywide. Current LOS will be calculated for homeland security, jail and E-911 based on existing facilities and countywide day/night population, while the fire protection LOS will be based on the day/night population outside of the City of Dawsonville. The LOS for parks and recreation will be based on the County's past and planned improvements for an investment recoupment approach serving the total number of housing units projected to 2040.

Determination of the LOS standards to use—current, future or other—will be a function of County policies and the most advantageous impact fee calculations themselves.

# **Funding Mechanisms**

Funding vehicles in place, including funding from the General Fund and from other sources (such as SPLOST, bonds or short-term financing vehicles).

# **Maximum Impact Fees**

The maximum potential impact fee for each land use category is calculated to set the ceiling on fees that can be charged under the state law. The actual fees to be charged will be decided by the County Commission as part of the Impact Fee Ordinance review/revision process.

# **Deliverables:**

- Methodology Report containing all forecasts, credit data and NPV components, impact fee calculations for each public facility category, a maximum fee schedule by land use category, an Executive Summary regarding the financial implications of continuing the impact fee program and comparisons between the current fees and the maximum fee calculations. Pertinent Technical Appendices will be attached.
- Briefing Paper summarizing the Methodology Report for public and County Commission presentation.
- Attendance at one County Commission work session to review the proposed Methodology Report, which then will be finalized reflecting County Commission comments.

# **Task 3: Capital Improvements Element**

Preparation of a new (amended) Capital Improvements Element (CIE) CIE based on the finalized Methodology Report will be prepared. The CIE document will be drawn from those portions of the Methodology Report (with supplemental text added) that are required to be included by the Georgia Department of Community Affairs.

Impact fee projects will be included in the Community Work Program that will accompany the Comprehensive Plan Update.

# **Deliverables:**

- New Capital Improvements Element containing all data required by the Georgia Department of Community Affairs to be incorporated into the Comprehensive Plan as an attachment. Pertinent Technical Appendices will be included.
- Briefing Paper summarizing the Capital Improvements Element for public and County Commission presentation as part of the Comprehensive Plan update process.

- Attendance at the transmittal public hearing before the County Commission regarding transmittal of the updated Comprehensive Plan and the referenced CIE to the Georgia Mountains Regional Commission and DCA.
- Review of comments from DCA on the new CIE (if any) and appropriate responses.

# Task 4: Adoption of the Updated Impact Fee Program

Adoption will involve the following:

# **Ordinance Review**

Preparation of a review of the County's Impact Fee Ordinance and recommendations (if any) to assure conformance to the Georgia Development Impact Fee Law.

# **Commission Briefing**

Preparation of briefing materials as needed for discussions with the County Commissioners regarding appropriate levels of impact fees to be charged.

# Fee Schedule for Adoption

Preparation of a new impact fee schedule as an amendment to the County's Impact Fee Ordinance.

# **Deliverables:**

- Attendance at one County Commission workshop to discuss the draft Impact Fee Ordinance and fee schedule.
- Attendance at one meeting of the County Commission to adopt the Comprehensive Plan update (including the CIE), Impact Fee Ordinance revisions if needed, and the new impact fee schedule.

# Task 5: Implementation of the Updated Impact Fee Program

Our services will include the replacement of the County's Impact Fee Assessment computer program with an improved and updated version, consultation with administrative staff on appeals and individual assessment procedures, and assistance to accounting staff to assure that appropriate procedures necessary to maintain internal accounts are in place.

Our services will include meeting with County staff for training and for implementing a system for administering the impact fees that complies with the Georgia Development Impact Fee Act,

and will include preparation of an Implementation Handbook for the Impact Fee Administrator and Finance Director.

The installation of an updated computerized fee assessment and collection program will be based on the latest version of Microsoft Access, specifically tailored to the County, and will include a written Procedures Manual for building permitting staff.

# **Deliverables:**

- Installation of a computerized fee assessment and collection program update.
- Training sessions with County staff.
- Implementation Handbook for administrative processes (appeals, annual reporting, etc.)
- Procedures Manual showing detailed procedures for operation of the computerized assessment program.

# **Task 6: Continuing Services**

Following adoption and implementation of the updated Impact Fee Program, ROSS+associates will stand ready to answer questions, provide explanations and otherwise provide continuing advice to the County as questions or issues arise for a period of one year at no cost to the County. This assistance will be advisory in nature and delivered by telephone or email as appropriate to the inquiry.

# **Dawson County Comprehensive Plan Update 2018**

# **Scope of Services**

The ROSS+associates Team will comply with the requirements of the Georgia Department of Community Affairs Minimum Standards for Comprehensive Planning currently in effect, and with the requirements of the scope of services as mutually agreed upon by means of contract between ROSS+associates and Dawson County. The following description of project approach is structured by task and inclusive of major work elements involved in each task. Overall, our staff recommends that the planning process be structured by the community participation process, and that process should be guided by a Community Participation Program.

# **Task 1: Community Participation**

# **Periodic Review Meetings**

The ROSS+associates team recommends the appointment of a steering committee representing various disciplines and interests. The Steering Committee will meet with our project leaders on a periodic basis to provide guidance, clarify local preferences and make recommendations regarding the various components of the Comprehensive Plan. The Steering Committee will be asked to make recommendations about community needs and opportunities, future development concepts, and supporting goals and strategies for implementation.

# **Community Participation Documentation**

The Community Participation Program (CPP), though no longer required as a stand-alone document by DCA, is an effective tool for guiding the public involvement process. The ROSS+associates team proposes to draft a CPP that establishes the means by which Dawson County can effectively hear the community's desires regarding the required planning elements and establish an orderly plan to prioritize and accomplish diverse goals and objectives. The CPP will include a schedule of milestones to guide the development of the comprehensive plan.

# **Public Engagement Tools**

#### Surveys

An on-line community survey will be created by our team with input and review by County staff. The survey will be distributed through Survey Monkey and will be used to seek opinions

about local issues and desired goals for future growth and development. Hard copies of the survey will also be made available for distribution by County staff.

#### Stakeholder Interviews

The ROSS+associates team will coordinate with County staff to develop a list of stakeholders and conduct interviews by phone or in-person.

#### **Media Press Releases**

Our team will work with County staff to prepare press releases at strategic intervals for distribution by the County.

#### Website and E-mail Distribution of Materials

The team will coordinate closely with the County staff to compile a comprehensive email distribution list (groups and individuals) and to utilize the County's website and social media platforms to promote the planning process and make available project documents/presentations.

#### Flyers

The planning team will prepare announcement flyers / FAQ sheets in advance of key project milestones. The flyers will be in PDF format for use by County staff to post in government buildings and other public facilities.

#### Speakers Bureau

At the County's request, we will attend local organizations' meetings to inform and engage local business and community groups.

# **Public Meetings**

- Kick-Off Meeting A countywide Kick-Off Meeting will present the planning process, schedule and future public involvement opportunities. Attendees will also be invited to provide comment and share their contact information for inclusion on a project emaillist. This meeting will satisfy DCA's 'first public hearing' requirement.
- Visioning Workshop Our team will facilitate a countywide Visioning Workshop in order to identify and prioritize community 'Assets, Issues and Dreams' and also generate discussion on desired land uses and community character (e.g. amount of open space, level of connectivity, etc.), including which areas of the county are likely to support change or should remain relatively unchanged. The workshop will include small group exercises and facilitated discussion.
- Open House A countywide Open House meeting will present the Comprehensive Plan's draft recommendations (including the Future Development Map and identified goals and strategies for plan implementation) for review and comment. The meeting will

include a strategies prioritization exercise, which will be used to finalize the Community Work Program in conjunction with the Steering Committee. The open house format will allow attendees to drop in at their convenience over a period of several hours. This meeting will satisfy DCA's 'second public hearing' requirement.

 Board of Commissioners Briefings – ROSS+associates will be available to meet with elected officials on up to three occasions to provide project status reports and allow opportunities for feedback throughout the planning process.

# Task 2: Community Assessment

The ROSS+associates team will inventory and evaluate existing local conditions that will be used in conjunction with input from the public participation to identify needs and opportunities in the Comprehensive Plan update. The Community Assessment will be an appendix in the Comprehensive Plan document and is proposed to be organized into the following sections:

# Population

ROSS+associates will summarize growth trends in the County reflecting the latest available U.S. Census data and population forecasts from the recently completed projections prepared for the Etowah Water and Sewer Authority.

# Housing

We will analyze the following topics in order to evaluate the adequacy and suitability of existing housing stock to serve current future community needs: housing types and mix, condition and occupancy, local cost of housing, median single-family home values, assessment of housing supply and projection of future housing needs based on population data trends; and foreclosed and/or vacant subdivisions.

# **Economic Development**

Our assessment will consider such factors as diversity of the economic base, local labor force characteristics, , commuting patterns, and local economic development agencies, programs and tools. Important sources of information will include the Development Authority of Dawson County, the Dawson County Chamber of Commerce, and the latest Georgia Mountains Regional Commission *Comprehensive Economic Development Strategy (CEDS) & Regional Plan*.

# **Development Patterns**

Our team will evaluate existing land uses, future land use designations and development patterns. We will also identify areas requiring special attention due to growth-related impacts. Although the Comprehensive Plan update will not include detailed city-level analysis or recommendations, we will review the most recent future land use / future development maps of the City of Dawsonville.

# **Natural and Cultural Resources**

The ROSS+associates Team will identify natural and cultural resources (based on publically available information) as well as existing and potential preservation and protection tools (programs, organizations, and regulations). Information resources will include the Georgia Mountains Regional Commission *Regionally Important Resources (RIR) Plan*, the Dawson County Historical and Genealogical Society, Keep Dawson County Beautiful, and the current Comprehensive Plan. This element will consider both the Coosa-North Georgia Regional Water Plan and the state's Rules for Environmental Planning Criteria, as required by DCA's Minimum Standards and Procedures for Local Comprehensive Planning, in addition to the Wastewater Management Plan applicable to unincorporated Dawson County.

# **Community Facilities**

Existing County facilities and services will be summarized, and any planned expansions or new facilities will be documented based on available studies and interviews with department heads. Sources of information will include capital improvements identified in the County's impact fee update and any updates to the Transportation Plan.

# **Intergovernmental Coordination**

This section will identify existing coordination mechanisms and processes with adjacent local governments, independent development authorities and districts, school boards, and programs.

# Task 3: Development of the Comprehensive Plan

Based on the findings of Task 2 and input received from public involvement activities described in Task 1, our staff will compile the Comprehensive Plan document. The ROSS+associates team proposes to organize the document to address the following topics:

# **Community Vision**

The Community Vision chapter will describe the community's vision for its future in terms of primary needs and opportunities that are addressed by recommended goals and strategies. The specific strategies will in turn be presented in the Implementation Program chapter as action items to be undertaken by the County.

A series of 'vision themes' are proposed to organize primary needs and opportunities and corresponding goals and strategies, as follows: Development Patterns, Resource Conservation, Social and Economic Development and Intergovernmental Coordination. These themes address the planning topics of land use, transportation and housing (Development Patterns), natural and historic resources (Resource Conservation), economic development and community facilities (Social and Economic Development) and Intergovernmental Coordination (same).

# **Future Development Guide**

A key component of the comprehensive planning process will be the Future Development Guide. This guide – in addition to the goals and strategies presented in the plan – explains and helps illustrate the 'community vision' for growth and development over the next 20 years. It will include a Future Land Use Map and associated policies. Each policy will describe a land use and appropriate development characteristics both narrative and illustrative form. These policies will also reference relevant strategies from the Community Vision chapter that are needed to achieve the desired development patterns for the County. The map is intended to update the County's adopted Future Land Use Map, which will be developed in conjunction with the County's GIS staff.

# **Implementation Program**

Our team will identify specific implementation actions for the County to undertake in order to implement the Comprehensive Plan. Each action will be explicitly linked to the needs and opportunities, community goals, or specific character area it seeks to implement. The Implementation Program will include the following elements:

- Five-Year Community Work Program (CWP) The Community Work Program (CWP) identifies specific implementation actions the County and other entities intend to take during the first five-year timeframe of the planning period. Our team proposes to group the recommended actions by type for ease of use, as follows: Regulation, Functional Plan, Small Area/Master Plan, Process/Program, Inventory/Assessment, and Infrastructure Project.
- In addition to providing a timeframe for undertaking the activity (based on prioritization exercises with County staff and stakeholders), as well as cost estimates, funding sources and the party responsible for implementation, the CWP will identify the corresponding strategies from the Community Vision chapter that the action item represents.
- Description of Specific Actions Our team will further describe regulatory updates (i.e. zoning, subdivision regulations, and environmental regulations) and new/updated plans that are identified in the CWP. Each description for the regulations and plans will refer-

ences the specific strategies presented in the Community Vision chapter, and the descriptions for the regulatory changes will also cite the Character Areas implemented by the specific action.

- Supplemental Plans We will identify existing plans that address in detail a specific topic or issue of importance to the community and that have applicable project recommendations for Dawson County. These plans are intended to be adopted by reference, such as the Comprehensive Transportation Plan.
- Long Term Project List If applicable, we will identify specific long-term implementation actions the County intends to take beyond the first five-year timeframe of the planning period, as well as items in the CWP that will be on-going activities.
- Report of Accomplishments As required by DCA, our team will include a table that identifies the status of the items in the County's current Short Term Work Program (STWP).

# **Capital Improvements Element**

As required by DCA, the ROSS+associates Team will incorporate the Capital Improvements Element (prepared separately as an update to the County's impact fee program) by reference within the Comprehensive Plan.

# State/Regional Review and Adoption

Upon completion of the Comprehensive Plan, the ROSS+associates team will assist the County with the review and adoption process, including: preparation of a transmittal letter/resolution, attendance at transmittal and/or adoption public hearings if desired by the County, and working to revise or reconcile any issues or compliance deficiencies. We anticipate submitting the updated CIE and the Comprehensive Plan together for Regional and State review.

# Schedule

We recognize the Comprehensive Plan Update must be adopted by the County Commission before the end of October, 2018. In order to provide an adequate amount of time for review of the Plan by the Georgia Mountains Regional Commission and the Department of Community Affairs, the Plan must be authorized for transmittal no later than August of that year.

In order to allow time for a robust program of citizen participation, as well as full involvement of public interest organizations in the county, it commonly takes 14-16 months from start to adoption of a thorough and community-endorsed Comprehensive Plan. That would suggest that the County begin this process no later than the beginning of July this year.

# STATEMENT OF QUALIFICATIONS



# Planning Consulting and Plan Implementation



urban planning & plan implementation

# STATEMENT OF QUALIFICATIONS Planning Consulting and Plan Implementation

# Table of Contents

Overview of the Firm	1
Business Location and Officers	2
Business Location and Officers History and Legal Structure of the Firm	2
Availability	2
Consultant's Experience	3
Resume of Bill Ross	
Resume of Bill Ross WILLIAM F. ROSS	4
Experience with Impact Fees	7
Impact Fee Studies and Programs	7
Georgia Impact Fee Clients: Programs and Services	12
Experience in Comprehensive and Land Use Planning	13
Experience with Zoning and Development Regulations	21
Experience with Sign Regulations	25
Plan Implementation Studies	26
Georgia Impact Fee Clients: Programs and Services	28
Work Performed for Public Entities	31

# **Overview of the Firm**

**ROSS**+associates is a nationally recognized urban planning and plan implementation firm. Strategic and long range comprehensive planning, zoning and land development codes, impact fees and other implementation and project financing programs that realistically achieve plan objectives are major strengths of the firm and its principals.

**The corporate vision** of the firm is to assist the client in devising a strategy that will meet public needs for coping with anticipated growth and change within financial realities. This vision is interwoven into the firm's range of services and experienced through individual projects.

**Comprehensive land use planning** services include the identification of land use and community facility needs based on future forecasts of population growth and economic development demand, and on projected patterns of land use development. In addition to city and county Comprehensive Plans, related planning specialties include demographics and growth forecasts, affordable housing strategies and 'smart growth' community design criteria.

**Public facility planning and programming** services range from broad Capital Improvement Programs creating a local funding strategy for a wide spectrum of public facilities, to Community Improvement Elements focused on impact fee programs and water/sewer fee studies, to individual facility categories such as Transportation and Parks and Recreation Plans.

**Implementation and financing** services focus on Short Term Work Programs and resources such as bond financing, **Impact Fee Programs**, Community Improvement Districts and Tax Allocation Districts (TADs).

Land development regulations further Implementation through state-of-the-art regulations, such as zoning ordinances and unified development codes, that translate local Plan objectives into actual requirements and streamlined procedures within realistic staffing capabilities.

**Public outreach and involvement** through such vehicles as festivals, workshops, web sites, community surveys, media contacts and handout brochures are hallmarks of the firm's approach to planning assignments, through public participation programs tailored to each client.



# **Business Location and Officers**

ROSS+associates maintains offices in Atlanta and Madison, Georgia. The offices are located at:

211 Colonial Homes Drive NW Suite 2307 Atlanta, Georgia 30309

340 N. Main Street Madison, Georgia 30650

ROSS+associates is a Sole Proprietorship owned by William F. (Bill) Ross.

# History and Legal Structure of the Firm

**ROSS+associates** was created in 2001 as a merger of WFR Associates and Cooper-Ross sv. The company is based in Georgia and is active throughout the state and on the national level.

**WFR Associates** was formed by William F. Ross in 1988, following twelve years of experience in public service and six years of private sector work.

**Cooper-Ross sv** was formed in 1992 as a special venture between WFR Associates and Cooper Consulting Company of Birmingham, Alabama. Mr. Ross served as a Principal of the firm, along with his partner, Connie Cooper.

In addition to ROSS+associates, some of the work done by the firm's principals on zoning and land development regulations in the state has been accomplished through its sister company, the **Georgia Zoning Institute**. The Institute was created in order to bring together legal and engineering expertise to focus exclusively on regulatory issues facing cities and counties in Georgia. William F. Ross, President of ROSS+associates, is also President of the Georgia Zoning Institute.

# Availability

The firm's current workload, projects winding down and projects anticipated as a result of current proposals provide adequate staff time to undertake the proposed work.

# Consultant's Experience

William F. Ross, who oversees all activities of the firm, has over thirty-five years of planning experience in government and private consulting, and is a recognized expert regarding zoning and land development regulation and administration, particularly under Georgia's unique laws and court decisions.

Bill Ross' career has included both "in the trenches" experience as a public official within local government and extensive consulting work with cities and counties regarding their land use planning activities, zoning and land development regulations, and public facility programming and financing. While with Fulton County, Mr. Ross served as Deputy Director for Planning and Administration of the Planning and Community Development Department. This entailed day-to-day direction to the Planning Division as well as administration of the entire department (which included the Public Works Division and their three inmate work camps). Future land use planning, rezoning reviews and recommendations, and preparing land development regulations are normal activities of any planning department. Subsequently, Mr. Ross served as the Director of Development in Gwinnett County, where he oversaw the development review, construction and building permitting processes, development and building inspections, and code enforcement for the county. Mr. Ross consolidated all of Gwinnett County's zoning and development related ordinances into a single unified code-the first in the state and still in use today (with a few amendments over time). This "hands on" experience in these two large and fast-growing counties has been very helpful when consulting with cities and counties, providing an insider's view of planning and zoning realities.

On the legal front, Mr. Ross provides professional assistance and expert testimony in defense of cities and counties that have been sued over rezoning or other land development related decisions. All of the many cases that Mr. Ross has been involved in have either been won in court or withdrawn by the plaintiffs. In providing these services, Mr. Ross keeps abreast of decisions of the Georgia Supreme Court as zoning law evolves in the state, and with legal trends nationwide.

With regard to professional development, Mr. Ross has been actively involved with the advancement of planning in Georgia through the Georgia Planning Association, including two terms as President of the organization. Mr. Ross most recently edited the GPA newsletter, *Georgia Planner*, and serves as the President of the new Georgia Planning Memorial Foundation.

# **Resume of Bill Ross**

William F. Ross is President and sole proprietor of ROSS+associates. His resume appears on the following pages.

#### WILLIAM F. ROSS President ROSS+associates



William F. (Bill) Ross has over thirty-five years of planning experience in government and private consulting, and carries unique credentials in the areas of land development regulation, comprehensive planning, socio-economic forecasting, and infrastructure financing. Since the early 1970's, Mr.

Ross has been involved in various aspects of planning as an urban planning consultant and previously as a government official.

- In the area of **land development regulation**, Mr. Ross has prepared zoning ordinances, unified land development codes and sign ordinances in a number of cities and counties. Recent experience has focused on the preparation of unified development codes (UDCs), which combine zoning, signage, subdivision, erosion, flood protection and other requirements relating to the entire land development process into a single ordinance. Clients in Georgia have ranged from very rural areas such as Crisp County, to high growth suburbanizing areas such as Douglas County, to mature urban areas such as Columbus/Muscogee County, and a unique Land Use Code for Lumpkin County that relates the use of land to the Comprehensive Plan, dispensing with zoning altogether.
- Mr. Ross is particularly involved in making regulations effective, both in being easy for the average citizen or developer to understand and for the public official to interpret and enforce. Clarity of language, extensive use of tables and illustrations, and precision in use of terms all contribute significantly to this.
- As a planning consultant, Mr. Ross has prepared **Comprehensive Plans** and Updates in a number of cities and counties, particularly in Georgia. In Macon-Bibb County, Mr. Ross prepared the demographic and economic development calculations and Land Use Plan Update in coordination with a new Transportation Plan for the region. More recently, the firm headed up a multi-disciplined team to update the Joint Comprehensive Plan for Cherokee County and its cities of Ball Ground, Waleska and Woodstock, including detailed forecasts, an extensive market study and a fiscal analysis of the impact of new growth on the County. Recent Comprehensive Plans or updates prepared under Mr. Ross' direction include the cities of Cartersville, Chamblee, Suwanee and Woodstock, as well as Douglas County, Oconee County and Jackson County, and forecasts for the Gainesville-Hall County Master Transportation Plan.
- **Infrastructure financing** has presented key policy and implementation issues related to long range planning in several projects carried out by Mr. Ross, including the creation of Community Development Districts (CIDs) for downtown Atlanta, the Cherokee County Technology Ridge and the Central Perimeter Area, and creation of Georgia's second Transportation Management Association.
- In addition, Mr. Ross has directed preparation of Capital Improvement Programs for Newton and Hall Counties, Georgia, and impact fee studies for a wide variety of cities and counties in

Georgia. Under Mr. Ross' hands-on participation, about two-thirds of all **impact fee programs** adopted in Georgia were prepared by ROSS+associates.

- As a government official, Mr. Ross was with Fulton County, Georgia, for ten years, heading up all planning and zoning activities, and directed the Development Department in Gwinnett County for two years. While at Fulton County, Mr. Ross directed the preparation of the County's first Comprehensive Plan and implemented their neighborhood planning program. Mr. Ross also administered the rezoning and plan review process and extensively amended the County's various land development regulations. In Gwinnett County, then the fastest growing urban county in America, Mr. Ross reorganized the plan review, permitting and inspections process in a system issuing 10,000 building permits in new construction a year. While there, a new Comprehensive Plan was developed for the county and the County's zoning, subdivision and other development-related ordinances were revamped and combined into a Land Development Code with his direct participation and in coordination with a task force of private engineers, developers and builders.
- In addition, Mr. Ross has used his extensive experience to teach a graduate level course in plan implementation as part of the required curriculum in Georgia Tech's City Planning program, and often makes presentations related to comprehensive planning, land development regulation and infrastructure financing at **workshops and conferences**. Sessions at Georgia Planning Association and Georgia Association of Zoning Administrators conferences alone include:
  - Appointed Boards: Making Sound Decisions-CPI and GPA 2017
  - Your Signs are Showing—GAZA 2015
  - Zoning for Economic Development GAZA 2012
  - Setting Fees (How to and Why) GAZA 2011
  - Funding Strategies for Plan Implementation GPA 2010
  - Zoning Administration GAZA 2010
  - Marriage of Comp Plans and Ordinances GAZA 2009
  - Regulating Signs in the Digital Age GAZA 2009 and GPA 2009
  - The Hybrid Code GPA 2008
  - Do the Right Thing ... Ethical Decision-making in the Planning Process GPA 2008
  - The Zoning Clinic GPA 2008
  - Infrastructure Development Districts (IDDs) GPA 2007
  - Urban Zoning GAZA 2007
  - Form-Based Codes GAZA 2007
  - Development Strategies GAZA 2006
  - Signs GAZA 2006
  - Getting What You Want ... Linking the Comprehensive Plan to Actual Development GPA 2005
  - Show Me the Money ... Strategies for Funding Capital Improvements GPA 2005
  - Annexation: Threading the Needle Five Ways GPA 2005
  - Hardships, Heartaches ... Variances and Other "Relief" GAZA 2004
  - Signs GAZA 2003
  - Subdivision Plat Reviews GAZA 2002
  - Goes Without Saying ... New Rules for Signs in Georgia GPA 2002
  - Design Concept Development Districts GPA 2002
  - Considerations in Choosing Land Use Controls GPA 2002
  - Impact Fees and Development Agreements GAZA 2001
  - Impact Fees ... The Planning Connection GPA 2001
  - Making Conservation Subdivisions Real GPA 2001
  - Linking the Smart Growth Vision to Reality GAZA 2000

Employment History	President, ROSS+associates, 2001—Present President, Georgia Zoning Institute, Inc. 1995-Present Principal, Cooper-Ross sv, Atlanta & Birmingham, 1992-2001 President, WFR Associates, Atlanta, Georgia, 1988-2001 Vice-President, Post Properties, Inc., Atlanta, Georgia, 1987-88 Director of Development, Gwinnett County, Georgia, 1985-87 Deputy Director, Planning & Administration, Fulton County, GA, 1975-1985 Planning Consultant, Adley Associates, Inc., 1970-75
Education/ Honors	Georgia State University, B.S. in Urban Life with Honors (1970): Dean's Key for Scholastic Achievement Blue Key Honor Fraternity University of Georgia, Carl Vinson Institute of Government: Certificate of Public Management (1987).
Professional Affiliations	<ul> <li>Founding President, Georgia Planning Memorial Foundation, 2008–2015</li> <li>Vice-President, Georgia Planning Memorial Foundation, 2015 to present</li> <li>President, Georgia Planning Association, 1993-1997</li> <li>Editor, GPA Newsletter, 20052012</li> <li>Chairman, GPA Nominations Committee, 1998, 2000 and 2002</li> <li>Chairman, GPA Public Relations Committee, 1991-1993</li> <li>Director (At-Large), GPA Board of Directors, 1989-1991</li> <li>Chairman, Local Programs Committee, APA National Conf. 1989</li> <li>Charter Member, American Planning Association</li> <li>Member, APA Planning Officials' Advisory Committee, 1995-2000</li> <li>Member, APA National Planning Awards Jury, 1998</li> <li>Associate Member, Georgia Association of Zoning Administrators</li> <li>Planning Advisory Committee, Ga. Dept. of Community Affairs, 1993-1997</li> <li>Growth Strategies Reassessment Task Force, Georgia DCA, 1998</li> <li>Developments of Regional Impact Task Force, Georgia DCA, 1999-2000</li> <li>Lecturer:</li> <li>Georgia State University Real Estate and Urban Affairs Program</li> <li>Institute for Continuing Legal Education (ICLE)</li> <li>County Commissioner's Training Program: Planning and Zoning ACCG</li> <li>Elected Officials Training Program: Planning and Zoning (GMA)</li> <li>Community Planning Institute (GPA)</li> </ul>
Representative Projects	Projects under Mr. Ross' direction include well over 100 assignments in Geor- gia under the following categories:

- Impact Fee Analyses and Ordinances, CIPs •
- •
- Impact Fee Analyses and Ordinances, CIPs Zoning and Unified Land Development Codes, Sign Ordinances Comprehensive Plans, Land Use Plans, Short-Term Work Programs Farm Land Conservation and Protection, TDR program Economic Development Plans, Market Analyses Socio-Economic Forecasts Community Improvement Districts (CIDs), TADs Expert Testimony in Lawsuits •
- •
- •
- •
- •
- •

# **Experience with Impact Fees**

**ROSS+associates** has produced studies resulting in fire, emergency medical and rescue, law enforcement, jails, library, roads and parks impact fees for the vast majority of all Georgia cities and counties that have adopted impact fees. The firm has also worked with Water and Sewer Authorities to fairly calculate connection fees as required under the Development Impact Fee Act. The firm is currently working with a number of cities and counties that are in the process of adopting impact fee programs, and provides continuing assistance to past clients in the implementation, administration, annual update and amendment of their programs.

**ROSS**+associates has prepared development impact analysis and fee systems in a number of cities and counties. In Lee's Summit, Missouri, we prepared the demographic and financial calculations establishing the City's Excise Tax for roads, based on an impact fee approach. Experience in Georgia has included assistance in the preparation of the final version of the Georgia Development Impact Fee Act, an evaluation of the Alpharetta Impact Fee Ordinance for the North Fulton Chamber of Commerce (which resulted in major revisions prior to its adoption), and involvement with the Impact Fee Advisory Committees of Fulton and DeKalb Counties.

Overall, two-thirds of all impact fee programs already adopted in Georgia were prepared by ROSS+associates, with most of the other adopted fees having been prepared in-house by water and sewerage departments or authorities as utility connection fees.

# Impact Fee Studies and Programs

#### ■ Impact Fee Program Replacement, Sandy Springs, Georgia

Sandy Springs adopted its first impact fee program in 2008 soon after it had been created as the first new city in Fulton County. As a result of continuing growth and increasing demands for new public facilities, the City has undertaken a complete review and rewrite of its program. To be consistent with the timeframe of ARC's regional projections, population, housing and employment forecasts were prepared to 2040, and reflected the findings an exhaustive Market Study done by RCLCO for the City's Comprehensive Plan update. The City had adopted many new plans since the initial impact fee program



was created, including a Bicycle, Pedestrian and Trails Plan, a Comprehensive Transportation Plan, and a sweeping Parks and Recreation plan. The many new facilities included in these plans, among others, and the extension to the 2040 horizon, resulted in notable increases in the maximum impact fees that could be assessed.

Studies such as an Impact Fee Methodology Report (containing all fee calculations) and a Capital Improvements Element can be very complicated. As a result, we commonly boil the essentials down in Briefing Papers for elected officials, advisory committees and the general public.

#### Impact Fee Overhaul, Alpharetta, Georgia

The City of Alpharetta was the first local government to adopt impact fees in Georgia. Since the original adoption in the 1990s, no changes to the program or the original impact fee amounts had been adopted in the ensuing 20+ years. ROSS+associates undertook a complete re-write of the City's impact fee program, including a totally revised schedule of capital improvements consistent with the City's CIP and Council initiatives, new fee calculations, an amended Capital Improvements Element (including an annual update report), and a consolidated and revised Impact Fee Ordinance. Adding to its distinction as the first impact fee community in the state, the adopted fees set a new precedent in scope and amount among all impact fee jurisdictions.



Unique among impact fee consultants, ROSS+associates maintains a pro bono relationship with all of its clients, past and present, to answer impact fee questions and offer guidance as day-to-day issues arise.

#### ■ Impact Fee System, Milton, Georgia



The newest impact fee community in the state-the City of Milton-adopted impact fees for the first time in 2015. Ross+associates provided the full range of services in establishing the fee program, including the creation of an Advisory Committee, preparation of a report assessing the potential for adoption of fees in each public facilities category under the state law, working closely with all affected departments in identifying potentially eligible projects and establishing cost estimates, completing state review of the City's Capital Improvements Element, preparation of an Impact Fee Ordinance for review by the City Attorney, and enabling implementation through installation of a computerized fee assessment and records-keeping program along with an Implementation Manual for handling all elements of administering the program, from handling appeals to filing annual update reports.

#### Impact Fee System, Hall County, Georgia

Hall County's impact fee study began as a capital improvements program for all impact fee-eligible categories under the County's control. Those categories with adequate available information upon which impact fees could be calculated were identified, and funding strategies were assessed. The issue of impact fees was hotly debated by the Board of Commissioners, and went to referendum (passing with at least two-thirds of the vote in almost every precinct). The resulting ordinance creates impact fees for fire, sheriff's patrol, detention facilities and parks, with different fees inside and outside of Gainesville reflecting different services provided within the city.

#### ■ Impact Fee System, Cherokee County, Georgia

The consultant was called in to complete an impact fee system for Cherokee County for road, fire, EMS, E-911, Sheriff's patrol, jail, library, and parks and recreation improve-



ments. A new Capital Improvements Element was prepared, reflecting extensive demographic analysis and new forecasts, as well as extensive work with County departments in refining their capital improvement plans. Improvement plans and fee calculations were closely coordinated with a Special Local Option Sales Tax program that was developed and adopted contemporaneously with the impact fee ordinance. Services included creation of a computer-based fee assessment and collection program implemented within the Building Permit Office, and accounting procedures for the Finance Department.

Cherokee County was the first in Georgia to adopt countywide impact fees, and attracted a lawsuit from the Greater Atlanta Homebuilders Association. Bill Ross worked closely with the County's attorneys in preparing its defense, and provided expert testimony on the impact fee methodology. The Court upheld the County on all counts across the board.

#### Impact Fee System, City of Fayetteville, Georgia

ROSS+associates has had a long relationship with the City of Fayetteville, which includes the creation of the City's impact fee program. Development impact fees have been implemented in Fayetteville based on an analysis of potential fees for road improvements, fire services and recreation facilities. Our services included intensive working sessions with an Impact Fee Advisory Committee, working sessions with the City Council, and preparation of an Impact Fee Ordinance meeting all re-

quirements of the Georgia Development Impact Fee Act. Over the years, as Comprehensive Plan Updates have been developed, we have revised and updated the impact fee program, reflecting changes in capital project planning.

Since preparing the initial CIE and Impact Fee Program in 1998, the firm has assisted with annual update reports to DCA each year, has prepared several program amendments to keep the program current, and consults with the city's program administrators on a continuing basis (at no cost).

A new CIE has just been completed, updating all planned facility improvements and costs, and the schedule of impact fees.



We have also prepared a study that resulted in the simplification of the City's impact fee schedule, reducing the number of land use categories from 68 to 29, while remaining revenue-neutral. In addition, we prepared a Sewer Connection Fee Study that was adopted and the fee structure changed.

#### Impact Fee System, City of Cartersville, Georgia

Cartersville is a largely mature city with some redevelopment and limited new development opportunities, and several planned suburban developments that have been annexed



into the city).

Cartersville undertook its 10<sup>th</sup>-Year Comprehensive Plan Update and the creation of an impact fee program in a parallel process, both of which were adopted in 2007. By carrying out both of these tasks simultaneously, the City was able to both make plans and plan for implementation at the same time. Data gathered and refined during the process of creating the impact fee Capital Improvements Element fed directly into some portions of the Plan Update, and vice versa.

As with almost all of our clients, ROSS+associates installed a computer program for impact fee calculation tailored to Cartersville's building permitting procedures, which greatly simplified the impact fee collection and record keeping processes. Since the inception of the impact fee program, the

consultant has been involved in each year's required CIE annual report to DCA and provides pro bono advice and assistance as questions arise.

#### Impact Fee System, Spalding County, Georgia

Preparation of an impact fee study, ordinance and implementation program has been completed for Spalding County. Public facility categories under consideration include Parks and Recreation, Libraries, Sheriff's Office and Jail, Fire Protection, E911 Communications and Emergency Management. The study was conducted in concert with the County's 10<sup>th</sup>-Year Comprehensive Plan Update.

We are now updating the County's CIE in parallel with preparation of the latest update to the Comprehensive Plan

#### Impact Fee Calculations, Henry County Water and Sewerage System

Following amendment of the Georgia Development Impact Fee Act bringing water authorities under the Act, an impact fee analysis and fee calculations were prepared for and subsequently adopted by the Henry County Water and Sewerage Authority. The new fees replaced the Authority's traditional tap-on fees, and have been updated several times to reflect current plans and present-value costs.

#### Impact Fee System, Newton County, Georgia

Newton County commissioned a full Capital Improvements Program study, considering all capital improvements that the County Commission would have to address through 2015. The resulting prioritized project listing was analyzed with regard to several funding strategies-bonds, SPLOST, PAYG and impact fees-singly and in various combinations. The result was a CIP with an overall funding strategy which incorporated impact fees as a key revenue source.

Data gathering for the CIP was facilitated by a computerized fill-in-the-blank form, an instruction manual and intensive training for department personnel. Subsequently, all projects ranked by department priority were re-ranked on a county-wide priority basis and

consolidated into a master project listing. Project data included future operating costs for a complete view of the County's funding requirements.



#### Impact Fee System, Walton County, Georgia

The impact fee system developed for Walton County covered a wide range of facility categories, including the County Library System, fire protection, the Sheriff's department and jail, emergency communications, emergency medical services, and parks and recreation. As a first step, the County closely examined key policies for adoption that would guide creation of an impact fee program, providing direction to the study effort. Intrinsic to implementation of the fee assessment and recordkeeping procedures was an assessment comparing utilization of the countywide network, maintained by the County's information services consultant, and installation of a stand-alone computer-based system within the Planning Department.

32



#### Impact Fee System, Peachtree City, Georgia



Peachtree City, Georgia's premier planned community, adopted its impact fee system in 2009 for the specific purpose of extending the high quality-of-life standards of the community to future residents and businesses as well. Emphasis was placed on public safety—police, fire protection and emergency medical services—and on the city's extensive parks and recreation facilities.

As the city's many villages have built out, new areas and development have continued to emerge needing service from the public facilities provided through the impact fee system. In particular, the city has sought to expand its extensive (and famous) trail and cart path system throughout the community in pace with new development, while continuing to emphasize police, fire and EMS services to this affluent community.

As with all of the impact fee programs we create, the Capital Improvements Element (which goes to the State for review and is adopted as an amendment to the Comprehensive Plan) is backed up by a Methodology Report that includes all of the background data, socioeconomic forecasts, tax base and tax credit projections, and impact fee calculation details and methodology. This document provides elected officials, staff and citizens alike with a full and complete description of exactly how the fees were determined and the facilities upon which they are planned to be spent.

# Georgia Impact Fee Clients: Programs and Services

A full listing of impact fee programs conducted by ROSS+associates begins on 28.



# Experience in Comprehensive and Land Use Planning

ROSS+associates has extensive experience with the preparation of Comprehensive Plans and regional transportation planning throughout the evolution of State planning requirements over the past 40 years, both in government heading up planning activities, and as a consultant.

#### Socioeconomic and Market Conditions Analyses

For several years on several projects ROSS+associates has teamed with an international engineering and planning firm to focus on future growth forecasts and economic conditions, establishing a base of data in support of the planning and public participation processes for a number of Comprehensive Plans.

In Hall County, Georgia, we built on the population and employment forecasts that had been initially prepared by ROSS+associates for the region's Comprehensive Transportation Plan, and expanded on those into more detailed population characteristics by jurisdiction and County Planning Area such as racial, ethnic and household characteristics. Types of jobs and commuting characteristics were examined to quantify the County's position as an employment center for surrounding counties, and its relationship to the Atlanta Region.

**Spalding County**, Georgia, offered an opportunity to closely examine the lingering effects of the Great Recession on an "edge county" to the Atlanta Region, and its increasing prospects for growth and development reflecting recent, rising trends.

In **Columbia County**, Georgia, in addition to forecasts of population, housing and employment, we prepared an exhaustive analysis of the county compared to each of the other five counties in the Metropolitan Statistical Area (including Aiken and Edgefield Counties in South Carolina) to establish



the County's role in the region

The County's continuing status as the fastest-growing location for new residents in the region was clear, and major increases anticipated for new jobs reflected its transition from bedroom community to employment center.









#### Etowah Water & Sewer Authority Forecasts

Along the same lines as the socioeconomic work described above, the Authority engaged ROSS+associates to prepare population forecasts for Dawson County in support of its application to construct a reservoir in the county. The Corps of Engineers approved our methodology and accepted our forecasts, which involved extensive analysis of the County's position relative to the northern expansion of the Atlanta Region, recovery from the Great Recession, plans for future development in the County's Comprehensive Plan, access to jobs, and its relative position with regard to being a family-friendly and affordable place to live.



#### ■ Gainesville-Hall County, Georgia, Transportation Master Plan

ROSS+associates provided the socioeconomic elements of the Master Plan through forecasts of future growth, a land demand and capacity analysis, and land use allocations to Traffic Analysis Zones based on actual land development capacity. Forecasts of population, housing and employment were first made for the County and each of its eight incor-



porated areas under three growth scenarios based on each jurisdiction's adopted Comprehensive Plan and detailed trend analyses using sophisticated data regression techniques. The development capacity of each TAZ was then calculated based on each community's zoning and future land use plans applied to vacant land resources in the TAZ on a parcel by parcel basis. Using criteria to identify and rank properties that were the most probable to attract future development or redevelopment (over 24,000 parcels), the development capacity of each property was calculated using development zoning densities unique to each jurisdiction (applied within each jurisdiction and its probable annexation areas). Allocations of population, housing and employment were then made to the potential development properties in each jurisdiction (per their future land use and associated zoning parameters) reflecting that jurisdiction's growth demand compared to its development capacity, and the parcels were then aggregated by TAZ. Allocations of School Enrollments were made on the basis of existing and future schools (reflecting the household/student forecasts by location, school district and school "zone"), and median income distributions were made using GDOT's methodology.

#### Comprehensive Planning and Ordinance Work, Chamblee, Georgia

The City of Chamblee, one of the 8 municipalities located in DeKalb County, is a City in transition. Over many decades, the city has transformed from bucolic dairy land, to Southern railroad junction, to the temporary home to 40,000 WWI "doughboys," to 1950's industrial complex and a homogeneous bedroom community, to a diverse microcosmic small town. Now it is the true international city of Georgia, with a more ethnically di-



verse population than any municipality in the Southeast, and an attraction to residents and businesses that want to enjoy in-town life inside the perimeter at affordable prices. Pro-active in its stance to planning, we worked with the City over 4 years to make the community's vision a reality.

After the completion of an innovative LCI study, we developed a Land Use Plan Amendment utilizing

initial character areas to create a close link between the Comprehensive Plan and the City's new mixed use zoning district. This update provided the City with a clear guide during the rezoning process in establishing the intent of the LCI study recommendations and actual rezoning and redevelopment of the MidCity character area. A new **STWP** was developed to identify actual implementation projects from the LCI recommendations. In addition we developed a zoning district to allow for appropriate **redevelopment of the Peachtree Industrial Boulevard Corridor**, developed language for ensuring that **Extended Stay hotels** provide appropriate residential amenities, and developed a **sign ordinance**.



We subsequently completed the City's 10th Year Comprehensive Plan Update. This plan is an issue- and character-area based plan, and one of the first plans developed under the format of the May 2005 DCA Minimum Standards. The planning process included extensive public participation, the creating of a detailed Vision, the development of citywide character areas and specific short and long term implementation recommendations. This plan, complete with design and site standards for each character area, provided the City with a detailed roadmap during the redevelopment process so

that the community vision could be realized. There were no comments from DCA, except that "this was an excellent job!"
### Land Use Plan Update, Lumpkin County, Georgia



Lumpkin County, gateway to the Georgia Mountains and home to Dahlonega, lies at the end of Georgia Highway 400. Throughout the 1990s, growth moved up Ga 400 as exurbanites fled the expansion and densification of the Atlanta Region. Faced with growth pressures not anticipated in its Comprehensive Plan, coupled with intensifying interest in conservation and quality of life issues, this update to the Land Use Plan was undertaken. The update anticipates growth with the intent of preserving the county's rural character, linking residential development with infrastructure initiatives, and encouraging much-needed economic development in appropriate locations. A unique Land Use Code was simultaneously prepared, closely linked to the Plan update.

### Land Use Plan Amendment, Jackson County, Georgia

Jackson County, an "edge" county to the Atlanta Metropolitan Area, experienced major growth during the 1990s, which has continued at an ever-quickening pace. This Land Use Plan update was coordinated with the preparation of a Unified Development Code to assure its implementation. The effort generated cooperative land use planning between the county and its cities (Jefferson, Commerce, Talmo, Pendergrass, Arcade, Nicholson, Braselton, Maysville and Hochston), as well as STWP updates for all jurisdictions. A key element of the Land Use Plan is the use of **character areas**, nodes and corridors in lieu of traditional land use categories in order to position the plan as a policy document for zoning, taking the county into mandatory plan consistency for all rezonings.



### Land Use and Environmental Justice, Ga 316 Corridor Study, GaDOT

Georgia Route 316, a key link between Atlanta and Athens, Georgia, is a controlled-access route with at-grade intersections along much of its route, which contribute significantly to its high accident rate. As part of a multidisciplined team, the firm prepared detailed socioeconomic estimates and forecasts for this four-county highway corridor, studied existing land use patterns, and analyzed future land use development potential for the key project alternatives. In addition, the consultant prepared an analysis of the environmental justice issues in the corridor counties—Gwinnett, Barrow, Oconee and Athens-Clarke County.

### ■ The Town Master Plan, City of Suwanee, Georgia

As an update to its Comprehensive Plan, Suwanee developed a *Town Master Plan* that combines both continued conventional development of its existing urbanized areas with concepts of Traditional Neighborhood Development (TND) and Transit-Oriented Development (TOD) in areas where future growth is anticipated. Uniquely, Suwanee linked implementation of the Plan to its land development regulations through the inclusion of detailed design guidelines in the *Town Master Plan* document. Thus, consistency with the Comprehensive Plan is established as part of the rezoning and site plan review process, while maximizing flexibility in achieving excellent project design.





### Mixed-Use Development Assessment, Suwanee, Georgia

Six years after the adoption of the *Town Master Plan*, the consulting team returned to Suwanee to evaluate the level of success the City had experienced in implementing the



Plan's imbedded design guidelines and realization of its unique use of character areas. The assessment covered two broad aspects: a "design report card" evaluating how well the concepts of new urbanism and smart growth had been achieved in the nine mixed-use development projects the City had approved, and the extent to which consistency with the Plan's design guidelines, goals and strategies had been achieved in each development. Using extensive graphics, the critique identified the good, the bad, and lessons for the future in pursuing its vision of a community of neighborhoods rather than subdivisions. The Assessment received an Award from the Georgia Planning Association for the City's innovation and effective use of the planning process.

### City of Suwanee: Affordable Housing Assessment

Suwanee adopted an innovative Comprehensive Plan - *The Town Master Plan* - prepared by ROSS+associates. Six years later, the City brought us back to prepare a "report card" on how well it had been achieving its vision in the design of new development projects, and to delve into the dwindling supply of affordable housing in the city.

The affordable housing analysis - *Housing Suwanee* - took the unique approach of examining affordability both in terms of the HUD MFI (calculated for the entire Atlanta Region) and the median family income of Suwanee's actual residents. Thus, the study considered how affordable Suwanee is to lower-income families in general, and how affordable it is to its own residents. This led to a discussion of implementation strategies regarding Suwanee's role in housing affordability within the context of the larger community - Gwinnett County and the metro area - and as it related to the plight of people already living beyond their means in the city itself.

### City of Cartersville: Comprehensive Plan

ROSS+associates prepared the City's first independent Comprehensive Plan. Relevant housing issues include a steadily increasing ethnic and Hispanic population, and a concentration of higher density and rental housing stock within the City's limits. Emphasis was placed on developing strategies for incorporating the growing need for "workforce" housing into activity centers and mixed-use Character Areas in order to conserve the City's "small town" character.





Cherokee County and the Cities of Ball Ground and Waleska: Joint Comprehensive Plan Update



Cherokee County is a rapidly growing county within the metro Atlanta region, which is anticipated to more than double in population by 2030. The County is becoming increasingly suburban in the southern area, while remaining primarily agricultural and rural residential in the northern portion. Such rapid growth, both residential and commercial, has put a strain on the provision of infrastructure and services. With fast paced growth anticipated to continue, the Comprehensive Plan had to align the wants and needs of the community in order to produce a sustainable future for the County.

Although the County remains a comparatively affordable place to reside in the metro area, it is a relatively expensive place for renters, with under 6% of the rental units affordable to "workforce" As part of the Housing Element, the County had to consider the implications of providing a diversity of housing products and densities to meet all economic segments of the community, and particularly how to meet the need for affordable rental housing within the unincorporated area, as the majority of higher density and rental opportunities are currently located within the cities. Determination of appropriate locations for higher density and mixed-use residential, including establishment of a light industrial Workplace Center Character Area incorporating support employee housing opportunities along the I-575 corridor, was a key focus. The preservation of the low density rural nature of large portions of the County was an overarching goal, with higher density residential slated for urbanizing corridors and other areas where infrastructure support is expanding.

### City of Woodstock: Comprehensive Plan

Woodstock participated with Cherokee County in preparation of a Joint Community Assessment (under a ROSS+associates-led Team that included McBride Dale Clarion, RCLCo and Day Wilburn Associates), and adopted a parallel course for preparation of its own Community Agenda. The city focused heavily on the massive privatesector redevelopment of central Woodstock and the application of new urbanist techniques, while preserving its older, stable neighborhoods.



Chosen by a jury chaired by Andrés Duany, the City received a Charter Award from the Congress for the New Urbanism (CNU) as one of 15 international recipients.

### Oconee County and the Cities of Bishop, Bogart, North High Shoals and Watkinsville: Joint Comprehensive Plan

ROSS+associates prepared a Joint Comprehensive Plan for Oconee County and all of its cities. Because of the County's major advantages, which include its location in proximity



to Athens and UGA, its excellent schools, housing affordability and quality lifestyle, Oconee County has been a prime residential choice. However, this has resulted in the County serving as a primarily bedroom community to the Athens-Clarke County area, as well as metro Atlanta, and a housing stock that is predominantly low density single-family residential. Housing options accommodating the "workforce" population and nontraditional family and senior households, which typically include rental properties, townhomes and other attached products, and higher density single-family products are limited. In addition, although a large proportion of the County's housing stock has reached the 25-year mark, which entails rehabilitation and maintenance assistance (especially among the elderly homeowners), there are no rehabilitation assistance programs in place.

Enhancing the rural community while managing growth in the County and protecting the small-town feel of the cities formed the backbone of the planning efforts. Based on that premise, strategies were formulated to target higher density development in the north-

ern portion of the County where infrastructure support and proximity to major transportation corridors already existed or was programmed.

### Livable Centers Initiative (LCI), Acworth, Georgia



As a part of a Team of planning, market analysis and design consultants, ROSS+associates provided the land use planning and code preparation elements of this national award-winning program created by the Atlanta Regional Commission. As a result, Acworth has been enabled to directly link TND and new urbanist concepts for its downtown to marketing realities and creative regulatory provisions, while addressing the residential needs of the area.

### Livable Centers Initiative (LCI), Lilburn, Georgia

ROSS+associates concentrated on the land use planning and land development regulation elements of this LCI as part of a larger Team of transportation, marketing and urban design consultants. Through the plan, the city has linked its traditional downtown with the commercially vibrant US 29 corridor and the planned commuter rail station nearby on Killian Hill Road.

The work of ROSS+associates on the LCI laid the groundwork for creation of the Town Center Overlay District as an amendment to the zoning ordinance.





### Impact Assessment, Hartsfield Airport Expansion, Fulton County, Georgia



Faced with the near-term expansion of Atlanta-Hartsfield International Airport with the addition of a fifth runway, Fulton County engaged a team of consultants to assess the full range of impacts that the expansion would have on South Fulton County and its cities. ROSS+associates prepared the analysis of the expansion on land use patterns and zoning policies in the study area, including the effects, both positive and negative, on future development plans and initiatives in East Point, Hapeville and College Park, as well as the unincorporated Old National area and the Feldwood community. The results of the study were used by the County in addressing the Airport's Draft EIS and the recommended programs and actions of the study were instrumental in negotiating mitigation activities by the City of Atlanta.

### **Experience with Zoning and Development Regulations**

This section and those following provide **a few examples** to illustrate the range of experience the firm brings to any project.

#### Unified Development Code, Oconee County, Georgia

This burgeoning county, attracting growth from Athens-Clarke County to the north and from the Atlanta Metro Area to the west, sought to manage its emergence as a suburbanizing area while preserving its valued historic roots in agriculture and small-town living. Altogether, some seventeen individual ordinances dealing with one element or another relating to zoning and land development were integrated into the new Code, along with major improvements in definitions, procedures, usability and clarity.

As part of the project, entirely new application packages were developed for all processes in the new Code. Coordinated for a consistent look, the first page of each package serves as the basic application and creates a record of all actions taken on the request.

	Change in Conditions of Approval for Case # : inZoning Disb
Applicant	Property Owner
Mana	
Name:	
Address:	Address:
Telephone:	Telephone:
Applicant is (check one):  the Property Owner  No Applicant's Certification: I hereby certify that the informatio contained in and attached to this application is true and corre Signature: Date:	n kt
Property	Use
Location:	Current Use:
Tax Parcel Number:	Proceed Line
Size (Acres): Current Zoning:	
Future Land Use Map Category:	
Attachments (check all that apply)	
	Pre-approved Sanitary Sever Extension Submittal
Property Owner's Authorization (if applicable)	Private Sewer Proposed      No Sewer Propose
Property Owner's Authorization (if applicable) Application Fee	Private Sever Proposed No Sever Propose     Map of Multiple Future Land Use Map Categories
Property Owner's Authorization (if applicable) Application Fee Warranty Deed Statement of Political Contributions	Private Sever Proposed     No Sever Propose     Map of Multiple Future Land Use Map Categories     Zoning History (prior application #, date, action taken)
Property Owner's Authorization (if applicable) Application Fee Waterity Deed Statement of Patiloal Contributions Impact Analysis (UDC § 1298.04)	Private Sever Proposed No Sever Proposed No Sever Proposed Natiple Future Land Use Map Categories Zoning History (prior application #, date, action taken) Proof all property taxes paid in full
Property Owner's Authorization (if applicable) Application Free Vehrmitry Development Statement of Political Contributions Inspact Analysis (UDO § 1200 A) Concept Plan (if New Construction or Expansion)	Private Sewer Proposed     No Sewer Propose     Map of Multiple Future Land Use Map Categories     Zoning History (prior application #, date, action taken)
Property Owner's Authorization (if applicable) Application Free Vehrmitry Development Statement of Political Contributions Inspact Analysis (UDO § 1200 A) Concept Plan (if New Construction or Expansion)	Private Sever Proposed No Sever Proposed No Sever Proposed Natiple Future Land Use Map Categories Zoning History (prior application #, date, action taken) Proof all property taxes paid in full
Property Owner's Authorization (fr applicable) Application Free Verwindy Deel Distance of Philical Contributions Instruct Anysis (Contributions) Instruct Anysis (Contributions or Enzamicion) Anantive Batement (including UCC § 12020) VeroConserve Deel VeroConserve	Private Server Proposed No Server Propose     Nop of Multiple Future Land Use Nap Categories     Zoning History (indra splatation K, date, action taken)     Proof all property taxes paid in fut     Other Atlashments:
Property Owner's Authorization of applicable)  Papitation Tree  Warning Dee  Batherinet of Patifical Contributions  Instant Analysis (UCOS 12050.0)  Orospo Plan (New Construction of Espansion)  Nemative Statement (including UCOS 1207)  For Docume Deal  For Docume Deal	House Server Proposed No Server Propose     May of Multiple Human Land Use May Categories     coning History ginnic application 6, date, addon taken)     Proof all property taxes paid in ful     Other Attachments:
Property Owner's Authorization of Applicable)     Application Free     Warning Decid     Statement of Political Contributions     Statement of Political Contributions     Insert Analysis (DCG 15:05:00)     Insertable Applications or Essancian)     Narrative Statement (including UCC § 1027)     Vorticeme Control	Prinate Sever Proposed III No Sever Proposed     Mone Orthupped Charge Severage
	Prinate Sever Proposed III No Sever Proposed     No Sever Proposed III No Sever Proposed     Zomo Profile Prove Designed No.     Zomo Profile Prove Designed III No.     Profile Proved III Proved IIII Proved IIIII Proved IIIII Proved IIIII Proved IIIIIIIIII Proved IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII

Special Exception for	Appeal of Administrative Decision
	Flood Damage Prevention Varian
Applicant	Property Owner
Name:	Name.
Address:	Address
Telephone:	Telephone:
Applicant is (check one):  the Property Owner No Applicant's Certification: I hereby certify that the informatic contained in an attached to theis application is true and com-	at the Property Owner (attach Property Owner's Authorization) an
Signature: Date:	Notarized:
Property	Use
Location:	Current Use:
Fax Parcel Number:	Proposed Use:
Size (Acres): Current Zoning:	
Future Land Use Map Category:	102
Attachments (check all that apply)	Appeal or Variance Requested
Property Owner's Authorization (if applicable)	
Application Fee	
Warranty Deed	ō
Statement of Political Contributions	
Maps or Drawings Illustrating Variance Request	
	<i>Q</i>
Narrative Statement Explaining Variance Request     Por Doome Cou	
Narrative Statement Explaining Variance Request     Per Ocome Cou	APPLICATION NUMBER
	APPLICATION NUMBER

	Master Planned Development (or PUD)
Conservation Subdivision	Preliminary Site Plan (Multi-Family and Nonresidential)
Applicant	Property Owner
Name:	Name
Address:	Address:
Telephone:	Telephone:
Applicant is (check one):  the Property Owner  NApplicant's Certification: I hereby certify that the information taken on the information of the i	ot the Property Owner (attach Property Owner's Authorization on red.
Signature: Date:	Notarized:
Property	Project (Subdivision or Site Development)
Location:	Project Name:
	Rezoning Case # : 🔲 NA
Tax Parcel Number:	
Size (Acres): Current Zoning:	
Future Land Use Map Category:	
Attachments (check all that apply)	
Property Owner's Authorization (if applicable)	Street Light Plans, Specs & Sp Tax District Application
Application Fee	Conditions of Zoning Approval
Preliminary Subdivision Plat	Approved Concept Plan or PUD Plan
Pretminary Site Development Plan	For Conservation Subdivisions:
	Yield Plan
Statement: Water Supply & Sanitary Sewage Disposal	Site Analysis Map
Draft Covenants / Owners' Association Articles	Other Attachments:
Draft Covenants / Owners' Association Articles     Management Plan for Common Open Space	Other Attachments  Inty Staff Lize Only
Draft Covenants / Owners' Association Articles     Management Plan for Common Open Space     Pro Correr Do     Proto Resolution	Other Attachments:  Inty Staff Use Only  APPLICATION NUMBER
Data Basebast Data Associated	Other Attachments  Inty Staff Use City  APPLICATION NUMBER  Scheduled for DRC Review Date:
Draft Covenants / Owners' Association Articles     Management Plan for Common Open Space     Por Conner Co.     Date Received: Date Accepted:	Other Attachments  The Cody  APPLICATION NUMBER



### Unified Development Code, Columbus, Georgia

ROSS+associates teamed with a nationally prominent firm, working through the Georgia Zoning Institute, in combining all of the land use and development regulations currently in place in the consolidated government of Columbus-Muskogee County, improving the regulations to update them to new technology and standards, and to implement the Comprehensive Plan.

An important achievement was the creation of a conservation subdivision approach tailored to both a suburban setting and an urbanized environment, with unique provisions assuring compatibility with surrounding development.

### ■ Unified Development Code, Camden County, Georgia



ROSS+associates completed a Unified Development Code for Camden County, Georgia, home to the King's Bay Submarine Base. The initial work involved combining and greatly improving numerous separate ordinances related to zoning and land development into a single, coordinated Code, leaving only the Building Codes as separate regulations. Key features included a complete overhaul of the uses allowed in each zoning district, unified definitions and interpretation procedures, new landscaping and tree protection requirements, project engineering design and construction standards, and clear administrative procedures identifying responsible parties for receiving, reviewing and approving every application for a permit or other approval from the County. The UDC also included a new Quality Design Overlay district, covering an extensive area of mixed-use master-planned communities south of neighboring

Glynn County.

Subsequently, ROSS+associates prepared a **Master Land Use Plan** for the county, based on an analysis of future development demand and capacity, and amended the UDC with mandatory land use plan consistency requirements.

### Zoning Ordinance and Development Code, Douglasville, Georgia

These award-winning land development regulations were prepared for a city that is experiencing major growth pressures in the Atlanta region while expanding its own boundaries through annexation. The project involved modernizing the existing codes and incorporating the latest legal interpretations in the State while assuring the effectiveness of the codes in implementing the City's goals and objectives for quality of life. An important aspect of the project involved structural changes to the planning and zoning process in Douglasville through creation of a Planning Commission for the city

separate from the county.





### Unified Development Code, Powder Springs, Ga

Powder Springs' UDC consolidated a wide range of development-related codes and ordinances across several departments. The Powder Springs UDC explicitly requires consistency with land use designations on the Land Use Plan map. Preparation of the UDC resulted in streamlining of procedures, clarification of the zoning and development functions, and simplification of procedures through the use of consolidated application forms. The new forms document the entire process on one sheet, simplify reviews and approvals, and are accompanied by instruction sheets for the applicants.

### Land Use Code, Lumpkin County, Georgia



Prepared in close association with a Land Use Plan Update, the LUC is an approach to plan implementation unique to Georgia. In this gateway county to the Georgia Mountains, private property rights and self-determination came face to face with Atlanta exurbanites expecting the protection and assurance of traditional zoning. Having no land use regulations in place, a citizen-based Community Advisory Group appointed by the Commissioner fostered public exploration of a wide range of planning and regulatory approaches. This resulted in a form of the "one-map" approach in which the regulations encourage and guide development patterns consistent with the Land Use Plan without having districted regulations, such as zoning. The use of character areas, village nodes and corridors on the Land Use Plan map facilitated the linkage.

### Unified Land Development Code, Gainesville, Georgia

The Georgia Zoning Institute, Inc., brought together the consultant and a leading law firm, Jenkins & Nelson, to prepare a unified code for this major North Georgia city. The new document has incorporated all of the city's ordinances relating to land use and development (other than the Building Code) into a single document, including rewritten or updated zoning, subdivision, signage, flood and erosion controls, project construction and design requirements. In addition, the project involved extensive consultation on planning and zoning matters, including the restructuring and training of a joint planning and appeals board and legal advice on a wide range of zoning issues.

### Unified Development Code, Douglas County, Georgia

In undertaking the Tenth-Year Update to its Comprehensive Plan, Douglas County also embarked on rewriting its land use and development regulations as a Unified Development Code. Reflecting immediate priorities, several portions went forward for adoption independently, dealing with noise and signs. The UDC implements the County's new requirements for mandatory consistency with the new Land Use Plan.

Zoning Change Application Acceptance



### ■ Unified Development Code, Jackson County, Georgia

Jackson County undertook this major rewrite of its land use and development regulations in concert with a major overhaul of its Land Use Plan. This enabled the Plan to be prepared as a policy document to guide zoning and to require Plan consistency. Cutting-edge elements of the UDC include environmental protection requirements, open space conservation subdivisions, master planned developments enabling "new urbanism" concepts in a rural/suburban setting, and close association between Land Use Plan guidelines and UDC requirements.



### ■ Unified Land Development Code, Lee's Summit, Missouri

The consultant was part of a blue-ribbon team selected to prepare a unified code for this fast-growing suburb of Kansas City, along with the nationally recognized law firm of Stinson, Mag and Fizzell of Kansas City, and Lohan Associates, a design firm based in Chicago. The project involved extensive rewrite, consolidation and restructuring of the city's land use and development regulations, with a major emphasis on urban design elements and the future livability of this burgeoning community.

### Unified Land Development Code, Crisp County, Georgia

Crisp County, a predominantly rural and agricultural county self-styled the "Watermelon Capital of Georgia," came under mounting development pressure for retirement and second-home development along the shores of Blackshear Lake. The new Unified Land Development Code had to address both the expectations of those relocating into the county from urban and suburban areas as well as the rural quality of life and self-reliant attitudes of the county's existing residents. Critical to the success of the project was the creation of application forms and applicant instructions that facilitated administration of all rezoning and development permitting activity while recognizing staffing limitations.



### **Experience with Sign Regulations**

ROSS+associates has established a particular expertise in preparing state-of-the-art and stateof-the-<u>law</u> signage regulations for local governments. The recent Supreme Court Case *Reed v Gilbert* has greatly highlighted for need for legal, responsible and defendable sign regulations that can be clearly understood by the public and enforced by the jurisdiction.

Our approach could be summarized as follows:

- Eliminate any content-based elements of the regulations;
- Clearly address and illustrate how signs are to be measured and placed;
- Fully address the regulation of freestanding signs, signs mounted on buildings, and project entrance signs;
- Provide a content-neutral approach to allowing temporary signs;
- Describe all administrative processes, including enforcement, appeals and special exceptions;
- Focus heavily on clarity, consistency, and ease of use and understanding.

The key to a Ross+associates sign ordinance is the extensive use of photographs (particularly to supplement definitions) and illustrations. For instance:





Pole Sign



Column Sign



Monument Sign

Visibility Clearance Area and Sign Height Restrictions at a Driveway Entrance

### Plan Implementation Studies

### Natural and Agricultural Resources Preservation Feasibility Study, Carroll County, Georgia

Faced with increasing development encroachments into the County's rural areas, threatening its extensive agricultural base, ROSS+associates was asked to prepare a feasibility study to implement a farmland conservation program that would make economic sense to farmers and developers alike. The study examined natural and agricultural resources throughout the County, as well as Comprehensive Plan goals for guiding future development patterns into the cities and urbanizing unincorporated areas. The implementation plan considered most feasible and potentially effective included four key program elements: a TDR (Transfer of Development Rights) program uniquely structured to avoid the short-comings of "traditional" TDR programs that had been tried and failed in Georgia; a fee-based system to compensate for the removal of valuable agricultural activities by new



development; calibration and implementation of the Land Evaluation and Site Assessment (LESA) program available through the NRCS; and a management plan to coordinate conservation activities, land trusts, a land bank and acquired development rights.

### Central Perimeter Area Transportation Management Association, Fulton and DeKalb Counties, Georgia

Creation of the State's second TMA involved coordination with the private property owners in the largest Class A Office Market area in Georgia, which also includes three hospitals and a regional shopping mall. The TMA has been created to implement trip reduction programs for the 66,000 employees who commute into the area every day, including car pooling, van pooling, flex hours, public transit and telecommuting, along with support programs such as a guaranteed ride home, commuter fairs, and promotional materials and activities.

### Economic Analysis and Strategy, Stewart Avenue Corridor, Atlanta, Georgia

47

The consultant served was part of a multi-disciplinary team focused on revitalizing this commercial corridor in Southeast Atlanta, including programs to positively affect the surrounding neighborhoods. The firm prepared an analysis of the demography of the area's local and regional market areas, the changes that have occurred within the consumer base, and economic trends, both positive and negative, that have influenced the corridor over time. The assignment included development of an economic strategy that will build on the economic strengths of the area and untapped potential, closely coordinated with urban design and physical improvement initiatives. The final Redevelopment Plan received the highest recognition by the Georgia Chapter of the American Society of Landscape Architects.

### Economic Development Strategy, DeKalb County, Georgia

An *Economic Development Strategy* was prepared as a part of the DeKalb County, Georgia comprehensive planning process and woven into the overall Plan. The strategy included an intensive analysis of population and employment data for the county, region and state, as well as personal interviews with business owners and economic development providers throughout the metropolitan area. Based on this data and the assistance of a citizens' committee, recommendations for stimulating the County's economy, the second largest in Georgia, were proposed.

### Strategic Marketing and Promotional Plan, South Fulton County, Georgia

Development of a *Strategic Marketing and Promotional Plan* for South Fulton County was geared toward creat-



ing a comprehensive economic marketing and implementation strategy for retaining and attracting new residential, commercial and industrial development to South Fulton County. The plan targeted promotional activities appropriate for sub-areas of the study area; proposed physical improvements to the areas gateways and infrastructure base; focused on development incentives with a proven result-oriented approach; and developed an implementation plan for carrying out the recommendations. Key to the success of the study effort has been a broad based partnership of business and residents focused on bringing major changes to the area.

### Community Improvement Districts (CIDs)

These projects involve the preparation of a feasibility analysis for creation of a special tax district as a *Community Improvement District (CID)* under Georgia's constitutional authority. Each CID requires the identification of facilities and programs to be funded, creation of a financing and organizational design, and appropriate local legislation. CID studies have been completed for the Perimeter Center Area in Fulton and DeKalb Counties, Georgia, and for the Midtown Atlanta Alliance, Georgia. Assistance provided to Central Atlanta Progress in developing a CID to supplement City spending for services and improvements of critical importance to the business community has resulted in creation of the Downtown Atlanta Improvement District.



### Georgia Impact Fee Clients: Programs and Services

Over the years ROSS+associates has provided impact fee services to a wide range of client cities, counties and authorities. We are particularly proud of the many repeat "customers" we serve and, as previously stated, we are the only consultant that "sticks with" our clients to answer questions or solve issues on a pro bono basis.

	Impact Fee Program	2001
Acworth, GA	Impact Fee Program Amendment	2006
Alpharetta, GA	Impact Fee Program Overhaul	2015
Barnesville, GA	Water & Sewer Impact Fees	2005
Barrow County, GA	Impact Fee Program CIE	2008
Bryan County, GA	Impact Fee Program	2009
Carridan Cauntus CA	Impact Fee Program	2008
Camden County, GA	First Annual Update	2010
Canton, GA	Review of Existing Impact Fee Program	2008
Canton, GA	Impact Fee Program Amendment	2010
Carrollton, GA	Impact Fee Assessment	2006
Cartersville, GA	Impact Fee Program	2007
	Annual Update	2008-2010
Catoosa County, GA	Impact Fee Program	2005
	Impact Fee Program	2000
	First Annual Update	2001
Cherokee County, GA	Annual Updates	2002-04
	Impact Fee Program Amendment	2004
	Impact Fee Program Amendment	2013
	Impact Fee Program: Parks & Public Safety	2006
County County CA	Impact Fee Program: Roads & Sewer	2007
Coweta County, GA	First Annual Update	2007
	Impact Fee Program Amendment	2010
	Impact Fee Program	2006
Dawson County, GA	Annual Updates	2007-2009
	Impact Fee Program Amendment	2009
	Assistance with Legal Issues	2006
Effingham County, GA	Assistance with Legal Issues	2010
Ellijay-Gilmer Co Water & Sewer Auth	Water & Sewer Impact Fees	2004
	Impact Fee Program	1998
	First Annual Update	1999
	Impact Fee Program Amendment	2000
	Analysis: County Jail Fee	2000
Fayetteville, GA	Annual Updates	2001-07
	Impact Fee Program Amendment	2007
	Annual Updates	2007-17
	Sewer Connection Fee Study	2012
	Impact Fee Program Amendment	2017

Fulton County, GA	Impact Fee Program Amendment	2002
	Impact Fee Program	2003
Hall County, GA	Impact Fee Program Amendment	2004
	Impact Fee Program Update	2005
	Impact Fee Program Update	2009
	Water & Sewer Impact Fees	1993
	Impact Fee Program Amendment	2001
Hampton, GA	Impact Fee Program: Police & Parks	2006
	Impact Fee Program Amendment	2008
	Annual Update	2010
	Impact Fee Program	1998
Henry County, GA	Impact Fee Program Amendment	2000
	Impact Fee Program Amendment	2003
	Water & Sewer Impact Fees	1992
	Impact Fee Program Amendment	1998
Henry County Water & Sewerage Authority	Impact Fee Program Amendment	2002
sucionity	Impact Fee Program Amendment	2004
	Connection Fees Update	2008
	Impact Fee Program	2007
Jasper County, GA	First Annual Update	2008
Jefferson, GA	Impact Fee Program	2005
lanas Country, CA	Impact Fee Program	2009
Jones County, GA	First Annual Update	2010
Kennesaw, GA	Impact Fee Program Amendment	2010
LaGrange, GA	Impact Fee Program Draft	2010
	Impact Fee Program	2006
Lee County, GA	First Annual Update	2007
Lee County, GA	Impact Fee Program Amendment	2007
	Annual Updates	2009-2010
	Water & Sewer Impact Fees	1994
Locust Grove, GA	Impact Fee Program: Parks, Public Safety, Roads	2005
Loganville, GA	Water & Sewer Impact Fees	2004
Lumpkin County, GA	Impact Fee Assessment	2008
Madisan CA	Impact Fee Program	2009
Madison, GA	First Annual Update	2010
	Water & Sewer Impact Fees	1997
McDonough, GA	Impact Fee Program: Parks & Public Safety	2003
-	Impact Fee Program: Roads	2006
	Impact Fee Program	2015
Milton, GA	First Annual Update	2016
	Impact Fee Program	2003
Newton County, GA	Impact Fee Program Amendment	2005
	Annual Update	2006
	Impact Fee Program Amendment	2009
Peachtree City, GA	Impact Fee Program Amendment	2017
	Impact Fee Program	2006
Pike County, GA		

	Impact Fee Program	2005
	Annual Update	2005
Rockdale County, GA	Annual Update Review	2008
Rockdate councy, GA	Impact Fee Program Amendment	2000
	Annual Updates	2010-16
	-	
	Impact Fee Program Amendment	2000
Roswell, GA	Annual Update	2001
	Annual Update Reviews	2002-2008
Sandy Springs, GA	Impact Fee Program Amendment	2016
	Impact Fee Program	2003
Senoia, GA	First Annual Update	2004
	Impact Fee Program Amendment & Update	2006
	Impact Fee Program	2005
Spalding County, GA	Impact Fee Program Amendment	2007
	Impact Fee Program Amendment	Underway
St. Marys, GA	Water & Sewer Impact Fees	2001
Stockbridge, GA	Water & Sewer Impact Fees	1992
Stockbildge, GA	Impact Fee Program Amendment	1998
	Impact Fee Program	2007
Thomas County, GA	Annual CIE Updates	2008-17
	Impact Fee Program Amendments	2014 & 2016
Troup County, GA	Impact Fee Program	2009
Troup County, GA	Annual Update	2010
	Impact Fee Program	2005
Walton County, GA	Annual Updates:	2006-08
	Annual Update	2010
Woodstock, GA	Impact Fee Program	2008
Zebulon, GA	Water & Sewer Impact Fees	2006

### **Work Performed for Public Entities**

The following table provides a listing of all past and on-going work performed for public entities over the past many years, and includes contact names and telephone numbers for those familiar with the work if they are still with the entity (or otherwise if their current location is known). All of the projects were accomplished under the direction of William F. Ross, along with subcontractors brought in on a case-by-case basis.

	_	
Client/Job	Contact	Phone #

#### Acworth, GA Brian Balthuis, City Manager 770-974-3112 Barnesville, GA Bill White, Stevenson & Palmer 770-952-2481 770-307-3506 Barrow County, GA Keith Lee, County Administrator Bryan County, GA Phil Jones, County Manager 912-653-3835 Canton, GA Ken Patton, Planning Director 770-704-1522 Camden County, GA John Peterson, Senior Planner 912-510-4315 Carrollton, GA Charles Griffin, Planning Director 770-830-2000 770-387-5600 Cartersville, GA Randy Mannino, Planning Director Catoosa County, GA Don Hutelin, Advisory Committee Chair 423-400-3608 Jeff Watkins, Director of Planning and Land Use Cherokee County, GA 678-493-6101 Theron Gay, County Manager 770-254-2601 Coweta County, GA Dawson County, GA David McKee, Director of Public Works 706-344-3501 Effingham County, GA, Legal Issues Eric Gotwalt, County Attorney 912-754-2111 Ellijay-Gilmer Co Water & Sewer Auth. 706-276-2202 Gary McVey Fayetteville, GA Brian Wismer, Economic Development Director 770-461-6029 Hall County, GA Phil Sutton, former Asst. County Manager Hampton, GA Jim Risher, City Manager 770-946-4306 Henry County, GA Tom Couch, former Asst. County Administrator 912-764-0101 Henry County Water & Sewerage Auth. 770-957-6659 Roderick Burch, Water & Sewerage Auth. Jasper County, GA Chris Anderson, Planning Director 706-468-4905 Jefferson, GA Jim Joiner, Mayor 706-367-5121 478-986-8219 Jones County, GA Mike Underwood, County Manager Kennesaw, GA Darryl Simmons, Planning Director 770-590-8268 LaGrange, GA Tom Hall, City Manager 706-883-2010 Lee County, GA Alan Ours, former County Manager 912-554-7401 Locust Grove, GA Rick Jefferies, City Manager 770-957-5043 Loganville, GA Bill Jones, City Manager 770-466-1165 Madison, GA David Nunn, City Manager 706-342-1251 770-535-6865 McDonough, GA Jim Lee, City Manager Newton County, GA John Middleton, County Manager 770-784-2000

### Impact Fee Analyses and Ordinances

Client/Job	Contact	Phone #
Pike County, GA	Tommy Burnsed, County Manager	770-567-3406
Rockdale County, GA	Marshall Walker, Asst. Director of Public Services & Engineering	770-278-7100
Roswell, GA	Jerry Weitz, former Roswell Planner	404-502-7228
Senoia, GA	Richard Ferry, City Manager	770-599-3679
Spalding County, GA	Chad Jacobs, Community Development Director	(770) 467-4233
Thomas County, GA	Mike Stephenson, County Manager	229-225-4100
Troup County, GA	Nancy Seegar, Planning Director	706-883-1650
Walton County, GA	Mike Martin, Planning Director	770-267-1354
Woodstock, GA	Richard McLeod, Former Planning Director	678-297-6072
Zebulon, GA	Kathleen Birney, Special Projects Dir	770-567-8748

### Comprehensive Plans, Land Use Plans, Short-Term Work Programs

Acworth, GA, Livable Centers Initiative	Brian Bulthuis, City Manager	770-974-3112
Atlanta, GA - Stewart Ave. Revitalization Plan	Tom Walsh, Tunnell-Spangler	404-872-4714
Bulloch County, GA, I-16/US 301 Master Redevelopment Plan	Tom Couch, County Manager	912-764-6245
Camden County, GA, Master Land Use Plan	John Peterson, Planning Director	912-510-4315
Canton, GA, Comprehensive Plan	Ken Patton, Director of Community Development	770-704-1522
Carroll County, GA, Natural and Agricultural Resources Preservation Study	Kevin Jackson, County Commissioner	770-838-1259
Cartersville, GA, Comprehensive Plan	Randy Mannino, Planning Director	770-382-5600
Chamblee, GA	Kathy Brannon, City Clerk	770-986-5010
Cherokee County, Ball Ground and Waleska	Jeff Watkins, Planning Director	678-493-6107
Columbia County Comprehensive Plan 2016	Andrew Strickland, Planning Director	706-312-7268
Douglas County, GA, Comprehensive Plan	Eric Linton, County Manager	770-920-7244
Dunwoody, GA, Capital Improvements Ele- ment and Implementation Strategy	Mike Tuller, Former Planning Director	770-712-7782
Etowah Water & Sewer Authority	Brooke Anderson, Executive Director	706-344-9514
Fulton County, GA, Hartsfield Impact Study Land Use element	Dr. James Faison, Fulton Co Environment & Community Dev.	404-730-8000
Ga DOT, State Route 316 Land Use Impact	Jay Pease, PBS&J	770-933-0280
Gainesville-Hall County, GA, Joint Comprehensive Plan	Randy Knighton, County Administrator	770-531-6809
Gainesville-Hall County, GA, MTP 2040	Srikanth Yamala, Planning Director	770-531-6809
Hall County Comprehensive Plan 2017	Srikanth Yamala, Planning Director	770-531-6809

Client/Job	Contact	Phone #
Henry County, Stockbridge, Locust Grove & Hampton, GA, Joint Comprehensive Plan	Jim Risher, Former County Administrator	770-957-5340
Lilburn, GA, Livable Centers Initiative	Joddie Gray, UrbanTrans Inc.	404-745-9400
Jackson County, GA, Land Use Plan Update	Dan Schultz, former County Planning	770-986-5010
Lumpkin County Future Land Use Update	Kathy Duck, CAG Chair	800-241-7951
Oconee County, Bishop, Bogart, North High Shoals and Watkinsville, GA, Joint Compre- hensive Plan	Wayne Provost, Director of Long-Range and Stra- tegic Planning	706-769-2921
Rome-Floyd County, GA	Tom Sills, former Planning Director	770-854-6026
Roswell, GA Comprehensive Plan	Jerry Weitz, former Planning Director	770-751-1203
Spalding County Comprehensive Plan 2017	Chad Jacobs, Community Development Dir.	(770) 467-4233
Suwanee, GA Comprehensive Plan, Afforda- ble Housing Study, Mixed-Use Development Assessment	Marty Allen, City Manager	770-945-8996
Woodstock, GA, Comprehensive Plan Up- date	Richard McLeod, Former Planning Director	678-297-6072

### Zoning and Unified Land Development Codes

Athens-Clarke County, GA	Al Crace, former Manager	706-367-6335
Banks County, GA	Jenni Gailey, County Clerk	706-677-6200
Barrow County, GA	Keith Lee, County Manager	770-307-3506
Bulloch County, GA - Design Standards and PUD rewrite	Tom Couch, County Manager	912-764-6245
Camden County, GA	John Peterson, Planning Director	912-510-4315
Chamblee, GA - Sign Ordinance	Kathy Brannon, City Clerk	770-986-5010
Columbus, GA	Rick Jones, Director of Planning	706-653-4116
Crisp County, GA	Connie Sangster, Planning Director	912-276-2672
Dalton-Whitfield County - Review of Unified Zoning Ordinance	Barnett Chitwood, Northwest Georgia Regional Commission	706-272-2300
Douglas County, GA	Eric Linton, County Manager	770-920-7244
Douglasville, GA - Sign Ordinance	Susan Littlefield, Asst. City Attorney	770-920-3000
Douglasville, GA - Zoning & Development Codes	Michelle Wright, Planning Director	770-920-3000
Duluth, GA - Unified Development Code	James Riker, City Manager	770-476-1790
East Point, GA	Chuck Taylor, former Assistant Planning Director	770-467-4254
Gainesville, GA	Kip Padgett, City Manager	770-531-6570

Client/Job	Contact	Phone #
Hawkinsville, GA	Nicky Cabero, City Manager	912-892-3240
Jackson County, GA	B.R. White, former Planning Director	706-769-3916
Lee's Summit, Missouri	Steve Chinn, Stinson, Mag & Fizzell, PC	816-691-3183
Lumpkin County (Land Use Code)	Steve Gooch, Commissioner	706-864-3742
Morgan County, GA	Chuck Jarrell, Director of Planning and Develop- ment	770-467-4254
Oconee County, GA	Wayne Provost, Strategic Planning Dir	706-769-2921
Powder Springs, GA	Pam Conner, City Manager	770-439-2500
Sheffield, Alabama	Linda Wright, Admin. Assistant	256-383-0250
Walton County, GA	Charna Parker, Asst. Planning Director	770-267-1354

### Sign Regulations and Ordinances

Duluth, GA (with Amec FW)	James Riker, City Manager	770-476-1790
Newnan, GA (with Amec FW)	Tracy Dunnavant, Planning Director	770-254-2354
Pooler, GA	Robert Byrd, City Manager	912-748-7261
Richmond Hill, GA	Chris Lovell, City Manager	912-756-3345

### Expert Testimony, Lawsuits

Newton County Homebuilders v. Newton County (Impact Fees)	Andy Davis, Attorney	706-291-8853
Bo-Rome v. Rome, GA	Andy Davis, Attorney	706-291-8853
Save Etowah Terrace v. Rome, GA	Andy Davis, Attorney	706-291-8853
Davis Concrete v. Acworth, GA	Frank Jenkins, Attorney	770-387-1373
GMHA v. Spalding County, GA	Frank Jenkins, Attorney	770-387-1373
Columbus Quarry v. Harris County, GA	Frank Jenkins, Attorney	770-387-1373
HBAMA v. Cherokee County, GA (Impact Fees)	Frank Jenkins, Attorney	770-387-1373
Tusk v. McDonough, GA	Frank Jenkins, Attorney	770-387-1373
Vulcan v. Bartow County, GA	Frank Jenkins, Attorney	770-387-1373
Dahlonega, GA - Fieldale Rezoning	J. Douglas Parks, City Attorney	706-864-4184
Dahlonega, GA - Jim Parks Rezoning and Variances	J. Douglas Parks, City Attorney	706-864-4184
Graham v. Roswell, GA	Mike Sullivan, City Attorney	404-658-9070
Lifestyle Communities v. Roswell	Regina Reid, Attorney	770-932-3552

Client/Job	Contact	Phone #
Pinnacle Properties v. Roswell	Regina Reid, Attorney	770-932-3552
McLaughlin v. Cherokee County, GA	Robert Wright, Attorney	404-614-7514
Nix v. Gainesville, GA	Robert Wright, Attorney	404-614-7514
Southlake Property v. Morrow	Laurel Henderson, Attorney	770-478-5555
Williams, et al. v City of Pooler, GA (Impact Fees)	Patrick O'Connor, Attorney	912-236-3311

### Training City and County Officials

Carl Vinson Institute of Government (UGA)	Crissy Marlowe	706-542-2736
Georgia Ass'n of Zoning Administrators	Pauletta Rogers	706-542-9501
Georgia Planning Association	Pat Chapman	770-822-1704
Three Rivers Regional Commission	Lanier Boatwright, Executive Director	678-692-0510
Northwest Georgia Regional Commission	David Howerin, Planning Director	706-295-6485
Middle Georgia Regional Commission	Ralph Nix, Executive Director	478-751-6160
North Georgia RDC (now NW RC)	Barnett Chitwood, Planning Director	706-272-2300

### Backup material for agenda item:

Minutes of the Voting Session held on May 4, 2017

### DAWSON COUNTY BOARD OF COMMISSIONERS VOTING SESSION MINUTES – MAY 4, 2017 DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM 25 JUSTICE WAY, DAWSONVILLE 6:00PM

**<u>ROLL CALL</u>**: Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Frey; County Manager Headley; County Clerk Yarbrough and interested citizens of Dawson County.

### **OPENING PRESENTATIONS:**

Isabelle's Book Club- Denise Ray Presentation of Joe Lane Cox Excellence in EMS Award to Chairman Thurmond

### **INVOCATION:** Chairman Thurmond

### PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

### APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on April 20, 2017 as presented. Gaines/Hamby

Motion passed 3-0 to approve the minutes from the Special Called Meeting held on April 27, 2017 as presented. Hamby/Fausett- Commissioner Gaines abstained

### **APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda as presented. Nix/Fausett

### **PUBLIC COMMENT:**

None

### **NEW BUSINESS:**

Consideration to move forward with two public hearings on May 18, 2017 and June 1, 2017 for the Updated Dawson County Environmental Health Fee Schedule

Motion passed unanimously to move forward with two public hearing on May 18, 2017 and June 1, 2017 for the Updated Dawson County Environmental Fee Schedule. Fausett/Hamby

### Consideration of 2017 Ford Vehicles Bid #289-17

Motion passed unanimously to award a purchase order for Bid #289-17 2017 Ford Vehicles to Allan Vigil Ford Lincoln for a total of \$50,188.00. Nix/Gaines

### Consideration of 2017 Dodge Vehicles Bid #290-17

Motion passed unanimously to award a purchase order for Bid #290-17 Dodge Vehicles to IKO Business Group, Inc. for a total of \$192,610.00. Hamby/Gaines

Page 1 of 2 Minut 58 04-17

### Consideration of #292-17 Rehabilitation Project for Four Dawson County Roads

Motion passed unanimously to accept the bid received from C.W. Matthews for the Rehabilitation Project of Three Dawson County Roads – Tanner Road, Kelly Bridge Road, and Steve Tate Highway and award a contract for the scope of work specified in the IFB for a total of \$4,663,404.16, and to *not* move forward at this time with the alternate of Thompson Road. Nix/Fausett

### Consideration of SPLOST V Final Projects Request

Motion passed unanimously to approve Option 1 of the SPLOST V Final Proposed Projects which would include the Dawson Forest Wing Wall and Parking Lot Rehabilitation at Veterans Memorial Park. Hamby/Gaines

## Consideration of Special Use Business License Application- La Hacienda- Cinco de Mayo Celebration

Motion passed unanimously to approve the Special Use Business License Application- La Hacienda- Cinco de Mayo Celebration. Hamby/Gaines

### Consideration of Special Use Business License Application- Chamber of Commerce Farmers Market

This item was approved at the Special Called Meeting held on April 27, 2017.

### Consideration of Board Appointment:

- Board of Assessors
  - James (Jim Perdue)- Replacing Mike Wenson (Term: May 2017 through December 2018)

Motion passed unanimously to approve the appointment of Jim Perdue to the Dawson County Board of Assessors with a term of May 2017 through December 2018. Nix/Fausett

### **ADJOURNMENT:**

### APPROVE:

ATTEST:

Billy Thurmond, Chairman

Danielle Yarbrough, County Clerk

### Backup material for agenda item:

 ZA 17-01 - Joseph E. Stauffer, Attorney has made a request on behalf of Steele Buffalo Butchery, for a Special Use Permit to allow for the butchering, processing, and slaughtering of naturally processed products. The property is located on TMP 118-091-001 and is zoned CHB (Commercial Highway Business).

# SPECIAL USE PERMIT

### DAWSON COUNTY REZONING APPLICATION

***This portion to be completed by Zoning Administrator***
ZA = 17 - 01 Tax Map & Parcel # (TMP): 118 - 091 - 001
Submittal Date: $38(17)$ Time: 2:30 am/pm Received by: (staff initials)
Fees Assessed: 42500.00 Paid: Commission District:
Planning Commission Meeting Date: April 18, 2017
Board of Commissioners Meeting Date: May 18, 2017
APPLICANT INFORMATION (or Authorized Representative)
Printed Name: Joseph E. Stauffer, Altorney
Printed Name: Joseph E. Stauffer, Attorney Address: P.O. Boy 362, 8 Raymond Parks Street Dawsonville GA. 30534
Address: Dawsonville GA. 30534 Phone: Listed 706 265 1812 Email: Business Jstauffer & ngalaw, ne Unlisted Vauhorized Agent [] Lessee [] Option to purchase
Status: [] Owner [X Authorized Agent [] Lessee [] Option to purchase
Notice: If applicant is other than owner, enclosed Property Owner Authorization form must be completed.
I have /have not participated in a Pre-application meeting with Planning Staff.
If not, I agree /disagree to schedule a meeting the week following the submittal deadline.
Meeting Date: 1-13-17 Applicant Signature: Apple Charles
PROPERTY OWNER/PROPERTY INFORMATION
Name: Joseph D. Green parmitted 15021500
Street Address of Property being rezoned: 1500 Harmony Church Road Daw Sonville Eng 30534
Rezoning from:
Directions to Property: 5 miles east of Huy 400 on
Directions to Property: 5 miles east of Huy 400 on Huy 136

61

Subdivision Name (if applicable):	Lot(s) #:
Current Use of Property: Decv DVOCESS Any prior rezoning requests for property? if yes, ple	sing
Any prior rezoning requests for property?	ase provide rezoning case #: $ZA = \frac{15 - 06}{15 - 06}$
***Please refer to Dawson County's Georgia 400 Corrido	
Does the plan lie within the Georgia 400 Corridor?	(yes/no)
If yes, what section?	
SURROUNDING PROPERTY ZONING CLASSIFICAT	ION:
North <u>RA</u> South <u>RA</u> E Future Land Use Map Designation: <u>Nath 400</u>	ast RA West RA+ RSR
Future Land Use Map Designation: No. th 400	Corridov
Access to the development will be provided from:	0 ( ()
Road Name: <u>Harmony Church Rd</u> T	ype of Surface: <u>Ilsphal</u> T
<b>REQUESTED ACTION &amp; DETAILS OF PROP</b>	
[ ] Rezoning to: Special Use	Permit for: B. Jcheny-Slaughter
[] Rezoning to: Special Use Proposed Use: Butchery, processing Existing Utilities: NI Water [] Sewer [] Gas []	and slaughter of pature Ily
Existing Utilities: [X] Water [] Sewer [] Gas [	Electric
Proposed Utilities: [] Water [] Sewer [] Gas [	] Electric
RESIDENTIAL	
No. of Lots: Minimum Lot Size:	(acres) No. of Units:
Minimum Heated Floor Area: sq. ft.	Density/Acre:
Type:   []   Apartments   []   Condominiums   []   Townhom	es [] Single-family [] Other
Is an Amenity Area proposed:; if yes, what	?
COMMERCIAL & INDUSTRIAL	*
Building area: $3000 \text{ sq}$ fl. No.	of Parking Spaces:

### Joseph E. Stauffer, JD, MPA Attorney at Law 8 Raymond Parks Drive P.O. Box 362 Dawsonville, GA 30534 (706) 265-1812 (706) 265-1976 fax

March 3, 2017

#### LETTER OF INTENT BUSINESS OVERVIEW

### **Steel Buffalo Butchery**

Steel Buffalo Butchery is located at 1500 Harmony Church Road in Dawsonville, Georgia. This location was previously owned by the Pruitt's and was used for the slaughter and processing of livestock for many years, prior to our purchase, the facility was zoned for, among other things, a farmers market.

The farm-butchery owners are Joe and Lisa Green, who live with their children and grandmother on the adjacent farm. This is a family owned and managed business with roots in Dawson County. The family farm and its animals are adjacent to the processing facility, currently being used to process deer. However, as previously used by the Pruitt's and with major upgrades by Joe and Lisa Green, this high-end facility will be able to meet the needs of local farmers and families seeking fresh, organic and ethically processed beef, pork, lamb and goat products.

All processing will be within the auspice and over-sight of the USDA which regulates the processing of the butchery's products. The intent is to process approximately twenty-five animals per week in accordance with USDA oversight. Processing is limited by holding availability of processed beef and the aging process. As is almost common knowledge, locally sourced meat products are higher in nutritional content, with higher Vitamin E, Omega-3's and richer in antioxidants than the traditional meat products found in typical retailers because the diet and use

of steroids, antibiotics, hormone and artificial supplements are not required, unlike corporate raised meet products that are force fed and chemically manipulated in enormous, unhealthy environments.

The processing and disposal of the left-over products are done with ethics and the environment in mind. The kill of the animals are done in a humane manner. After the slaughter and processing of the animals are completed, the remaining products are store in 50-gallon capped containers in a climate controlled holding area and are deposited in a contained dumpster the morning of pick-up. The Dumpster is a 6 yard commercial dumpster provided by Advanced Disposal Services and is picked-up one day per week. If it is determined that additional pick-ups are necessary they will be added. However, as previously stated, all materials are held in a climate controlled area before they are deposited in the commercial dumpster the morning of pick-up.

There is no off-site odor associated with this process and very little on-site odor, because all processing is done within and self-contained climate controlled environment. As far as noise is concerned, there is no off-site noise made during processing, meaning there would be no noise accept those noises associated with any small, family owned farm. There will be a need for an upgrade to the current design of the septic system and the Green's will make said upgrades if approved. The Certificate of Occupancy and future business licenses will require the facility to be in accordance the Georgia Department of Public Health for the additional processing.

Lisa and Joe Green have invested heavily in Dawson County and are excited to bringing the aforementioned healthy products to Dawson County. If you have any questions concerning this application please do not hesitate to contact us, we look forward to serving you.

erely. oseph E. Stauffer 64

### **APPLICANT CERTIFICATION**

I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and the Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my rezoning of special use application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct

to all h Chill	2-10-17
Signature // // // ///////////////////////////	Date
Witness EE Bull I	Date <u>7-10-17</u>

### **WITHDRAWAL**

Notice: This section only to be completed if application is being withdrawn.

I hereby withdraw application #\_\_\_\_\_

Signature

Date				
Date		 		

### Withdrawal of Application:

Withdrawals of any application may be accommodated within the Planning & Development Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following the written request and publication the Planning Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Planning Commission. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fees may be made unless directed by the Board of Commissioners.

8

### List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and mailing address of anyone who has property touching your property or who has property directly across the street from your property.

\*\*Please note this information should be obtained using the Tax Map & Parcel (TMP) listing for any parcel(s) adjoining or adjacent to the parcel where a variance or rezone is being requested.

119002	<u>Name</u>	Address
TMP_1441	1. Tim Byrd	150 Carson Creek Dr. Dewsonville Go. 30539 Pierce II Resty Hughes Cir. Dewonville Go. DOD 4002 D 111 ( 200524
TMP 11	2. Curticles	Pierce Il Resty Hushes Cir. Dewanville Go.
TMP	3. DWM Inc	P.O. Bay 1492, Dewsonville Ge. 30534 Neal 1502 Harmony Church Rd Neal Dawsonville Gg 30539
TMP 1502	4. Geraldine	Neal Dawsonville 69 30539
TMP	5	
TMP	6	
TMP	7	
TMP	8	
TMP	9	
TMP	10	
TMP	11	
TMP	12	
TMP	13	
TMP	14	
TMP	15	

Use additional sheets if necessary.

ZA \_\_\_\_\_

TMP	First	Last	Address	City/State/Zip	Case#
113-039	Dawson 400 Center, LLC		780 Old Roswell Place, Ste. 100	Roswell, GA 30076	VR 17-04
113-085-003	Cutchin Company, LLC		4038 Chestatee Road	Gainesville, GA 30506	VR 17-04
113-085	WJS Dawson, LLC		50 Cinema Lane	St. Simons Island, GA 31522	VR 17-04
113-180	GA Dawsonville Medical Center BK,	c/o GPS Hosptality LLC	2100 Riveredge Parkway, Ste. 850	Atlanta, GA 30328	VR 17-04
105-007-028	Ricky	Smith	16 E. Windsor Way	Dawsonville, GA 30534	ZA 17-03
105-053	Jack & Becky	Voyles	1889 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
		Donald Kenimer Life			
105-026	Laura Daniels	Estate	1939 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
105-026-002	Melvin	Daniels	243 Clayton Wallace Road	Dawsonville, GA 30534	ZA 17-03
105-025	MSVTK Investments, LLLP		3274 Lockett Trace	Duluth, GA 30097	ZA 17-03
105-008	Rose	McBrayer	1733 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
105-008-004	James & Rayschelle	Ventresco	1835 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
118-099	Harmony Baptist Church		1575 Harmony Church Road	Dawsonville, GA 30534	ZA 17-01
119-002	Tim	Byrd	150 Carson Creek Drive	Dawsonville, GA 30534	ZA 17-01
119-051	Curtis Pierce & Harriett Wells		11 Resty Hughes Circle	Dawsonville, GA 30534	ZA 17-01
118-091	Joseph	Green	1502 Harmony Church Road	Dawsonville, GA 30534	ZA 17-01
065-010A	Charles	Samples	687 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02
065-011	Nancy	Schreeder	4613 Polo Lane	Atlanta, GA 30339	ZA 17-02
066-009-001;					
N					
56-009-004; 56-009-004;					
	Raymond Jerry	Waters	4212 Hwy. 136	Dawsonville, GA 30534	ZA 17-02
	Melissa McDougal & Wendy				
066-009-006	McGinnis		356 Lula Garrett	Dawsonville, GA 30534	ZA 17-02
066-044	Jeffery	Perry	257 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02
066-006	Willie Joann	Crane	283 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02
066-027	Thomas & Michele	Rice	575 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02

### NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature:	× Geral Sine neal
Applicant Printed Name: Joseph Green	Geraldine Neal
Application Number: <u>CA 17-0</u> ]	
Date Signed:2-3-17	
Sworn and subscribed before me	
this 8th day of Libreary, 2017.	
Zen Lynn Brachett	
Notary Public	
My Commission Expires:	
My Commission Ex September 03, 2	pires 019
Notary Public Seal	

### **PROPERTY OWNER AUTHORIZATION**

I/we, Joe Green + Grevaldine Neal, hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #): 1500 Harmony Church Rd. Dawsonville GA

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 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 under signer is aware that no application or reapplication affecting the same land shall be acted upon within six (6) months from the date of the last action by the Board of Commissioners.

	Printed Name of applicant or agent: Toseph E. Stae Hee
	Signature of applicant or agent: Asph 5/ Date: 2-5-17
	***************************************
	Printed Name of Owner(s): Joseph Green and Gevaldine Deal
	Signature of Owner(s): K me K Menaldene Ned Date: 2-8-17
	Mailing address: 1302 Harmony Church Rd
	City, State, Zip: Dawsonullo GA 30534
	Telephone Number: Listed 770-318-0226
	Unlisted
C	Sworn and subscribed before me this <u>St</u> day of <u>Sebruary</u> , 20 <u>17</u> . <u>Sen Lynn Brachett</u> Notary Public
	My Commission Expires: Notary Public, Georgia Forsyth County My Commission Expires September 03, 2019 (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 identify as applicant or owner and have the additional sheet notarized also.)

#### Taxes

Loro roperty fux otatement	2016	Property	/ Tax	Stater	ment
----------------------------	------	----------	-------	--------	------

**Nicole Stewart Dawson County Tax Commissioner** 25 Justice Way, Suite 1222 Dawsonville, GA 30534

E	Bill Number	Due Date	CURRENT YEAR DUE
9577		12/1/2016	\$0.00
		Payme	nt Good Through:
Map:	118 091 001		

Last payment made on: 11/28/2016

Location: 1500 HARMONY CH RD

Payment deadline for 2016 taxes is December 1, 2016, for property you owned in Dawson County on January 1st 2016. If you sold the property during the year, you are still responsible by state law to insure this bill is paid by forwarding the bill to the NEW OWNER and bringing a copy of your closing statement to our office within 90 days of the due date.

Thank you for the privilege to serve as your Tax Commissioner.

NEAL GERALDINE & MELISSA GREEN & JOSEPH 1502 HARMONY CHURCH RD

DAWSONVILLE, GA 30534

RETURN THIS FORM WITH PAYMENT

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Nicole Stewart **Dawson County Tax Commissioner** 25 Justice Way, Suite 1222 Dawsonville, GA 30534





to view or pay this

Map Code: Location: Scan this code with District: your mobile phone

**NEAL GERALDINE &** Tax Payer: MELISSA GREEN & JOSEPH 118 091 001 Description: LL 39 LD 13N 1500 HARMONY CH RD Bill Number: 9577 1

1	Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
	\$95,587.00	\$43,200.00	1.0800	138787.00	12/1/2016	7/11/2016		

bill

TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	138787	55515.00	0.00	55515.00	0	0.00	0.00	0.00
COUNTY M&O	138787	55515.00	0.00	55515.00	12,896	715.92	0.00	451.78
SALES TAX ROLLBACK	0	0.0	0.0	55515.00	-4.758	0_0	-264 14	0.0
SCHOOL M&O	138787	55515.00	0,00	55515.00	15,778	875.92	0.00	875.92
TOTALS					23.916	1,591.84	-264.14	1,327.70

You can pay your bill by mail or on our website at www.dawsoncountytax.com. If postmarked after December 1, 2016, interest at rate prescribed by law will be added the day after the due date. Every 120 days a penalty as prescribed by law will be added. If bill is marked appealed-temporary the bill is 85% of total bill pending settlement of appeal. NO PAYMENT CONTRACTS WILL BE ALLOWED.	Current Due: Penalty: Interest: Other Fees: Back Taxes: Amount Paid: TOTAL DUE:	\$1.327,70 \$0.00 \$0.00 \$0.00 \$0.00 \$1,327.70 \$0.00	
For your convenience a drop box is located at end of handicapped parking.			










THE STEEL BUFFALO BUTCHERY SILL TOTALS 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. **ADDRESS** NAME 1 Reeves Rd Dawsonville Kevia Corcoran 2 1ANNO Si Л 1000 3 Sweet water 4 8 ACGA 5 ILI IER 6 7 203 Blue Fielde overlook 8 FERN UPLEY RODO 124 9 DAWSUNV. R.C. 0 865 ANGEL DR. 10 HARRIS RANP 1 1 water JUNO Rot m reet 12 2 Ina FR 13 0 Box 61 urs GA ROSSS 14 20 d 15 Dawso 305 16 883 131 AND ANNAR (CA HUV 5053 17 146 Bethe 18 Dausonville 30534 309 nu houd is 1 19 U 20 Ca 21 awsonville 75 1. 20 13



## THE STEEL BUFFALO BUTCHERY 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170

Please sign this petition to support our business to process livestock in Dawson County.

NAME ADDRESS hllhn 7084 Littlemill RA Cumming GA 134 Hawking From Ln Ball Ground Ga 3 Dustin Bator 7270 Heron Lane, Davsonville GA 30504 RANdipBRuce 98 BANNister Rd DANSONVille GA 3053, 5 LORIE BRUCE 98 BANNISter Rd. Daw Sonville 30534 6 KONNIE Rickett 5195 Mradows Creek Cumming 61730028 TETTY 76 BUTAY Trail DEN Son 46729 Marc 8 1585 Dr Bramblett od Cumpoing Gia. 3185 Elliott Family Ptury. Dawsaville Cog 3554 aniel 1021 nix BRIDER DAWCONVILLE 6430534 197 OVERIOOK CR. DAWSNVILLEGY. Mike & Santa 12 8729 Hury 53 East Sauton Ville Gu. 13 Sarrett 8729 Highway 53 E Dawsonville, G, MARIC Groger 9645 CLEST VIEW TOLACE GA DESNILLE SA 30506 110 Southunder Davisonville 6A. Lynn Ces Blacks Mill Trace W Dawsouthe GA Matt Johnsa Lody waters 306 Grizzlerd Duwsonville GA30534 17 18 Jake Rice 149 Rice Ridge Dahlonga Ga 30533 19 Mike Signund 5930 Starting Cumming 30028 ART INRIGHT POBOX 1944 DAVISONJUL 3053 20



THE STEEL BUFFALO BUTCHERY STEE 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME ADDRESS JUSONVILLE, GA 1 , ama 0 2 305.34 3 aine mlean 4 4751 1010-531 ~ man 45 AhkneaA 3533 DY. C 6 chlonege Nº 8 US W 30533 507 OH. ohe L ungons 16 8 aw sonv 9 FAITA 10 ARST 340 ROBERT GIBBY RA REBECCA 11 6212 61 WSON Son 12 Ø NRE 13 CWSonville 14 15 219 LOST PIACO Rd. Dohlmeg 16 232 Sances ъ 17 NUD DOWSON 124 FERN UPLLEY 36S34 18 26/051 Marianna 19 Schreeder 7901 Baun Watus onville Dau 20 Y Usu gon lan C. 78

THE STEEL BUFFALO BUTCHERY TTAL STEL 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME **ADDRESS** 1 pare My 18th GOLDMINA RO DANGOWUILLE usonville JA 2 M 3 30534 ERN UBUCAN DRG 4 6430533 10 and Jo Castlebelant line Dowson ville, 67 31534 5 6 le 7 30534 Jane 7 (9 A dvine 1300 J 1111 8 Hightwer 01 9 DV 0 n 10 384 nnie 11 Georg E 488 Huy (36 ·Ga. To do pa 12 Ta 10/u 24 MH Veran 13 448 sonville GA 19 a LOGN 14 onville (off 4 15 Shal-Creek d Daw Soville Cast. 16 POLOX 4444 centra 6A 17 1664 Davenport Rd Braselton Ga BOST artin as in 18 CLEVO TRL aujon ville ins 19 Mavie Swims 11 1; 12 11 20 Will Swims 79

Ŵ

THE STEEL BUFFALO BUTCHERY still 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME ADDRESS 30506 -Em-1 8355 2 arsnilk 30534 obert Gibber 3 284 Grower buit Rd. Dawaralle Ha 30534 Kansonville, Sa. 4 7 BURT CREEK 209 d. 5 Martin mil 6 31 Hay 5 Ansarville 7 Rocky farce 6A 20 Bridges an Koal 8 DAWSONWILL GA. 1 mitra 7229 DAWSORMille Hwy. 30534 9 527 Dewsonville 1 30534 Dancoville 2982 Grizele Down Wright Ra 1 30174 4 10 12 regall Daw sonvelle Derla DOU 13 204 Little Tr amps M. bluest 14 Sanah 595 hiddon valley trail U Dahlanega (22 30533 DACC 15 UEAEMY 2 MADO 1041 GOLDMINA MO DANGONVILLE GA 30534 16 333 Janten Bluff Rel, Dahlowye, GA- 30534 17 hloug 10 SSIE 18 )ahlon ega 2 19 1CA vahlsen 20 BEAR HANSAU 144 Den ) Tive AM1/15 80

Sala and THE STEEL BUFFALO BUTCHERY STEEL DOPPALO 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME ADDRESS 1 John Out 69 DILERIDGE DER WOR DR Wakleneser gg 30553 2 Courtney baller 69 Blue Ridge Unerlook Dr. Dahlonge, Gt 30533 Teffsey Kerr 2577 AShFood Rd ATLANTG 61 3037 4 350 Chestabac Usur On Danverthe Ge 30534 5 avin fluckes 1920 Bridgen Road TOTLES CA. 6 TRANK BARNHILL 4835 SQUIRREL CREEK DR GAINGSVILLE, GI 24 walls deive APPRV 8 AWBOWVILLE LA 9 adsenville GA 23 10 137 Crane Rd Dawsonville, GH 30534 6497 Hay 52 Gillsville, CA, 30543 12 383 ruy 383 W Dousonille 13 5655 Truman IN, Gainesulle 14 641 PEAREFICE VALLEY DA. CLRUG SAYE 15 331 Grant Ford Dr. Damsonville 14-56 16 autorer 317 Grant Ed 4) Dausouville, 17 JERF KAETERHENRY 544 EMERANO LANCO LAND SULAR HILL, A 30518 18 Linda Kaetterhenu 11 11 Allen Mish 3963 Huy 136 E Dawsmine GA 30539 19 20 Allen M. Nelson 3963 HWY. 136 E. Dawsonville GA30534

THE STEEL BUFFALO BUTCHERY STELL 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME **ADDRESS** 1 DOSH + 5730 BARK CAMP RO MURRAYUEL GA 2 Matthew uncan Dawsound le GA 3 MS 796 4 222 Mill Creek Dr. Dawsonville GA 30534 Ba ris 5 Baker Dawsonville, GA 3053 561 Ddy POINT 6 DAWSONVILLE 2 30028 ummin ODer 8 2390 Roper Cummina GA 30028 9 MW SON U; le Cit 14 800 Sonales 1221 in 1631 Dawrowc lonega 13 C# AVIN (ASON Susonville (m 14 WOODBING PD. ELLIAYIGA- 30540 IIM WhODS 193 OLD 15 (A30506 1920 Knight Rd. Gainesulle ennei 16 1017 New Bether Church R. ) Dowson 112, 64 30534 CTU 17 Court dawsonville GA 30534 35 Waverly rooke Stinehart 18 monterey St Cumming Ga 30041 19 Rel banesuke 4/du and 6A30107 30126 20 82

THE STEEL BUFFALO BUTCHERY STER 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. **ADDRESS** NAME 2610 Burt Creek Rd. Dawsonville ODDIE 2 ky lane dausonalle 4 3 16.78 10 AC 4 HUGH silvit. 72 Donnald Davosonuil 5 UISY Orsen 6 2235 GRIZZLE RD DANSONVILLE RODNE DXC 7 1 0 cf DANIFLUC (01 8 allin 9 107165 Sonsway comminer 61 12 300011 11 en CIAN 12 Bria Revis 13 SAJAMS 14 ancis 15 16 17 18 2772 Lenora Ro Snell ville Ga 30039 chiwab 19 2772 Lenora Rd Snellville Ga 30039 Wab 20 Dawsonalle Ga. 83

THE STEEL BUFFALO BUTCHERY SILLI FURALS 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME **ADDRESS** 1 340 LOBERT GUBBYAL DANSONVILLE. DAMON MARON 2 CIN DOUR UR 3 a WSonVI Cicero 21 Swims 4 enifice 5 MinaledorFF 169 Pobert Gibbs KI 3983 6 D'VILLE 7 124 FERN UDLEY RD lensa Swims<sup>52</sup> Cicero TRL Dawsonville GA 8 larie. 9 BROOKSHER 1146 CHUMBLEY RD. ONN-MICHAEL Sausonville Ga 3053 10 2478 aser touch NIC NUDD 11 (Dale word 121 12 136 E HWY 1776 sec 13 7110 l 14 15 INE MP. POTNEON VILLE GA 16 39 Sweetbrint FAil Dahlonest, 6 A 30533 DENIAmin ANE 17 LANC 15 DawsonVille Reci 18 ) Rhoton 19 Theel Sulle avizor 20 Butte GOLDMINE AD, PANGONVILLE GA 1040 90 Spreetonar True LONS 21. Awrence 84

THE STEEL BUFFALO BUTCHERY 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. **ADDRESS** NAME 1 ) only 640 N. Seedtick rd 2 640 N. Seedtick rd. 3 DUVE TUS! 1.m 1712 (220 V 4 lic Rdg Rd SI URM son du 550 425 Robert Ri 6155 6 5330 5 7 1109 Kobert Gildo 8 Rd 5460 DR: LR 9 5460 DRICE len RÓ BARL 10 124 FERN UPLLEY 30534 140AD 11 6 12 Way Amilla INA 13 elem 14 "Becke 15 Millereed 46 25 TRL D-Ville GA 16 17 265 2489 nia 18 1462 6 70-388 L 2( 85

THE STEEL BUFFALO BUTCHERY STELL FORTALS 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME ADDRESS lawsonville 1 258 2 umming, Ga 6330 Manor 3 678776 495 Oansonville ESHIRN 9 5 4970 Plans man Cit Commine, Gic Smith Loch 6 240 30534 8 C 9 treemphile. 10 am 6 )ON 75D 11 1 5 Baywe DAWSON Club (Bushwaeker hunting 13 Readan 14 V.16, 6A Ih 15 D'ville, 64. 16 D'VILLE GA 352 overlook 12 D'onne CAA 20534 17 353 OUK 18 D'inne GA 30534 B53 lall hard 353 over look Circle Diville G 30534 19 John 20 Con rad Sweat 353 overbook Circle D'ville GH 30534 86

THE STEEL BUFFALO BUTCHERY STER 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. ADDRESS NAME Prive Barrell 2135 1 IMM 4mm AUSONVILLE GA 2 CO 3 66 insomille Dawsonville 4 hompson rd 5 (101 30 534 Ridge Ct den Goi Dawas 6A 30534 1293 Rider Rol 30534 Sewell SLATON Rd DAWSONVille 8 173 9 Club Rd Gainesville Saddle SZIZ 5812 Saddie Club Rd Gainesville MA 10 nartin 11 4755 softing Comming GA 205 Brown 5 paint Daw Saulle 65 12 12 Cu South 13 748 LULA GRELETT RD. DAUBONVILLES GA NOFF020 MATI Old wilkie Rol Gainesville, GA 14 Bo Shaw 5698 SLEE Old Wilkie Rd Gamerille GA 15 Tom Shaw 16 Old wilkie Rd Guille, GA Skephen Shaw 5698 Gaineslle GHt 3aa 17 9705 Dave Scalig Roa RINSS Gainsville GA3050 18 Carson Scalia Simss Road 19 Talmathe GA 30501 Trailip inc < Jensey to Gamesville 20 8315 Warner 3050 GA 87

THE STEEL BUFFALO BUTCHERY STEEL POTTALS **1500 Harmony Church Road** Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME ADDRESS 30 Chystal Cove Rd. 1 his Winters 2 4367 O- SMITH R.d GAINEWILL GA 30506 JOE HALSTEND 3 totum rd Ø wallact Casey Thomas 4 Gutsh htwork Comming Stors 59105 5 718 Jeas Climas 715 Luka Garrett Rd 6 Jacob Thompson @ 539 Carlos Rd Davsmulle 00134 88 7870 A.C. Smith rd Sooza Womaak obu 9 169 Braver Runs Rol Ballyround Jole Jody Phillips Comminy GAT 30040 1567 10 Stewart JOHNSON Jeff Davis 4 380 Corn Dr. Cumming GA 30028 12 6320 Concord KI cammay 65 Dugs Long to 13 crosdr. 69 30564 60 14 Pd 693054X hanman 1450 Nix Brid 15 au sontile 16 Huy Cumming 6th 30028 4955 Mat Smith Rd, Dawsonville, 17 6515 18 23 Christopher Ct. New 19 1535 Wester (hapel RO Dahlanga Michael 11 20 apper

THE STEEL BUFFALO BUTCHERY 1500 Harmony Church Road Dawsonville, GA 30534 (706) 216-2170 Please sign this petition to support our business to process livestock in Dawson County. NAME **ADDRESS** SHELLEU BROOKSHER 226 DEERLY DAWSONVILLE 2 Arter Spermozo Robert Gibby Rd 346 Dawsonville 3 Aelen Aux 356 telen 4 obern 5 Sousile 69 Robert Gibby RD 101 BA 6 Danisa ne Ck 200 (Lector 8 Brooksher Circle Dansonielle A 19 9 FI Brook las Cin ansomille 6A 10 e N. Sech Tick Rd. DAWSONWILL GA. 1 Vane N. SeedTick POAr WSon Uille GA 12 SWIMS OLe 963 iceno TRL Dawsonville G.A Ja burn Rd. Dablonega, 13 Later 212 Lee Max 14 Sarah STEWERT 4182 Cliffon Dr Daussnille lace 15 16 GRAY Dove TR 1 Dawsonwilk 85 17 Sanett 18 18 Stonlors Rd W. D'ville PSAUD, 19 Mann 20 23 On TCL for sorville 89



### Dawson County Environmental Health

189 Hwy. 53 W., Ste. 102, Dawsonville, GA 30534 PH: 706-265-2930 FAX: 706-265-7529 • <u>www.phdistrict2.org</u>

Pamela Logan, M.D., M.P.H., M.A., Health Director

### March 16, 2017

Steel Buffalo Butchery C/O Joseph E. Stauffer, JD, MPA P.O. Box 362 Dawsonville, GA 30534

Re: Most recently revised business plan

Mr. Stauffer:

Thank you for submitting the revised business plan for Steel Buffalo Butchery. As you are well aware, there are a few changes that will prompt us to return to the letter that we sent to Mr. Green on February 27, 2015.

It appears that the proposed operation will potentially create a wastewater strength that the Georgia Department of Public Health Rules for On-site Sewage Management Systems are not designed to regulate.

At this point we request that you contact the Georgia Environmental Protection Division's Mountain District office for a non-domestic system review/approval. Their contact information is as follows:

EPD Mountain District P.O. Box 3250 16 Center Road Cartersville, GA 30120 Ph: 770-387-4900 Fax: 770-387-4906

Feel free to contact me if I can be of any further service to you.

Thank you, George W. "Bill" Ringle **Environmental Health Manager** 

Cc: Jason Streetman, Director, Dawson County Planning & Development Office Jennifer Fulbright, District 2 Public Health, Director of Environmental Health Mick Smith, Georgia Environmental Protection Division, Mountain District

Mon. March 6, 3017

Mr. Jason Stratman Planning and Development Dawson County 25 Justice why Suite 2313 Dausmville, Sa. 30534 Dear m. Streetman, yesterday & spoke to Lisa at Steel Baggalo Slaughter + Processing in Dawsonville to see if deould bring three sleep to Their facility. I learned about them a Couple weeks ago and was anyeous to learn more about using this facility. my farm and others in our larea are using a facility in Nichalson currently. dt is a long drive to get them there and go back to pick up the meat. a location like Steel Bugalo would be a short trip relatively. I understand from my inquiry they are a nice, efficient, honest femily to deal with and an extremely hopeful that they will te alle to expire their operation so I and Other small farmers can use it for sheep processing. Thanks for your consideration and it traly hope this Can happen soon. Sincerly, . 91 Linde Mcmiller.



URVEYOR DOES NOT GUARANTEE
ROPERTY ARE SHOWN.
OPINION THIS PROPERTY IS NOT APHICALLY LOCATED IN A SPECIAL HAZARD AREA. ENCE MAP FLOOD INSURANCE RATE COMMUNITY-PANEL NUMBER: CO119B DATED 09-26-2008 ELD DATA UPON WHICH THIS PLAT IS
HAS A CLOSURE PRECISION OF ONE N <u>24250</u> FEET, AND WAS ED USING THE <u>COMPASS</u> RULE. AT HAS BEEN CALCULATED FOR RE AND IS FOUND TO BE ACCURATE ONE FOOT IN <u>100000+</u> FEET.
LEGEND: LLL = LAND LOT LINE IPS = IRON PIN SET #4 REBAR IPF = IRON PIN FOUND #4 REBAR C/L = CENTER LINE N/F = NOW OR FORMERLY R/W = RIGHT OF WAY P/L = PROPERTY LINE
REFERENCE DEED: 1. DEED BOOK_933 PAGE 169 UIINOW
1" INCH = 40' FEET 80' 120' 160'
DPCON GPT 1003 TOTAL STATION
S-BUILT SURVEY FOR EAL & JOSEPH D. GREEN
3,84 FIELD WORK:09-04-15   ND DISTRICT PLATTED: 09-08-15   REVISED:09-10-15 REVISED:10-08-15   REVISED:10-08-15 REVISED:10-08-15
EORGIAREVISED:3-2-17MICHAEL S. KELLEYGA. R.L.S. #2313
3DRAWING #B1008-155 ROADDRWG NAME:BUTCHERY(706) 864-8639)COGO NAME:BUTHERYFIELD BOOK:EXPLORERFIELD BOOK:EXPLORERMAIL.COMTERMINAL C

### DAWSON COUNTY PLANNING COMMISSION PLANNING STAFF REPORT AND RECOMMENDATION

Applicant	Joseph E. Stauffer on behalf of Steel Buffalo Butchery
Amendment #	ZA-17-01
Request	Conditional Use- Subject to BOC approval
Proposed Use	Value added agriculture- butchery/slaughterhouse
Current Zoning	C-HB
Size	1.08± acres
Location	East side of Harmony Church Road, 125± feet North of its intersection with Carson's Creek Drive
Tax Parcel	118-091-001
Planning Commission Date	April 18, 2017
Staff Recommendation	Approval with stipulations

### **Applicant Proposal**

The applicant is seeking conditional use approval to allow for an abattoir (slaughterhouse) in C-HB zoning.

### **History and Existing Land Uses**

The subject property currently contains a commercial building being utilized as a deer processing business called "The Steel Buffalo Butchery". The business processes the meat of deer harvested by hunters. According to the applicant, their deer processing customers are constantly asking them if they can also onsite slaughter and process cows, pigs, lambs, and goats.

At this time, the company's business license only allows for deer processing of dead deer brought in by hunters and not the onsite slaughtering of animals. Additionally, an abattoir is an allowed use within the C-IR zoning district subject to BOC approval. In 2015, the owners (Joe and Lisa Green) came before the BOC requesting C-IR zoning and were subsequently denied. From staff research, the denial was not so much the proposed use but the introduction of an industrial zoning into a predominately residential area.

Based on the previous rezoning denial and knowing a change of zoning is not a viable option; the owners (Greens), along with their attorney (Stauffer) came into the planning department in early 2017 seeking an alternative solution to try and establish an onsite butchery at their C-HB zoned location. Seeking a viable option to move forward in a way that is alternative to a formal rezoning, the planning staff determined that a conditional use application is the best route to take.

The rationale in the planning department's determination for the applicant to move forward in requesting a conditional use as currently zoned is based on the fact that a farmers market is a permitted use within C-HB zoning. Additionally, if you read the definition of a farm or farmers market in the land use resolution; it refers to agriculture and agricultural value added products. Support to the applicant's request can be further established through planning department research of a slaughterhouse being a "value added" agricultural use.

It is through this research and findings that has led the planning staff to determine that although a farmers market and the Dawson County Land Use Resolution definition is going "in the right direction" of what the applicant is attempting to achieve; it still falls short of a *clear* determination of the requested use of a slaughterhouse within the C-HB zoning district.

It is this linkage of "value added agricultural" language within the code that lends support for a conditional use application. Furthermore, the Dawson County Land Use Resolution states that a conditional use provides a means of achieving certain land uses *without* a formal rezoning. This can be achieved through review by the Planning Commission and approval by the Board of Commissioners by public hearing thus satisfying the Georgia zoning procedures standards.

Additionally, from staff research and local resident authoritative testimony, the subject property was actually a slaughterhouse years ago and previous owners also made other valued added agricultural products such as salsa. From a site visit, the building is actually set up internally with conveyor systems to process animals to include holding pins, a slaughtering/bleed out area, and rooms to both chill the meat to minimize spoilage and further process the animals into special cuts, and ground meat etc.

The property was rezoned to C-HB in 1996 for commercial/retail uses as a farmers market. From staff records, there is no documentation or discussion of a slaughterhouse with the original C-HB rezoning. Furthermore, the applicant has no documentation on their current business license supporting a slaughterhouse; hence the need for this request. All adjacent properties to the North, South, East, and West are residentially zoned.

Adjacent Land Uses	Existing zoning	Existing Use
North	RA	Church
South	RA	Single family residential
East	RA	Single family residential
West	RA	Single family residential

### **Development Support and Constraints**

As stated above, the subject property is presently setup internally to be an onsite abattoir. From the applicant's letter of intent, all onsite processing will be under the auspice and over-sight of the USDA (United States Department of Agriculture), which regulates the processing of butchery products. Due to the size of the building which is roughly  $4,000\pm$  sq. ft., the owner's desire to onsite slaughter and process animals shall be limited to the physical holding capacity and ability to handle and age process meat. As such, the applicant estimates their ability to slaughter and process approximately 25 animals per week. All on site slaughtering of animals will be in a humane manner and the disposal of left over products will be kept in a sealed container in a climate controlled environment that will eliminate odors. Since all processing is done indoors, noise should be at a minimum. Due to the nature of the proposed use, the owner will need to upgrade their septic system if approved and they are aware of this requirement.

### **<u>Relationship to the Comprehensive Plan and FLUP (Future Land Use Plan)</u>**

According to the 2013-2033 Dawson County Comprehensive Plan and accompanying FLUP (Future Land Use Plan), the subject property is identified as Sub-Rural Residential. Areas designated as Sub-Rural Residential are anticipated to have a development pattern consisting of scattered residential home sites with larger lot (1.5 acres) subdivision development. Major development is not targeted for this area and future growth within this character area will be largely driven by the presence of public water and sanitary sewer either now or in the future.

With the Sub-Rural Residential designation, any commercial and/or industrial encroachment within this area would be considered inconsistent with the comprehensive plan. As such, it is from the above analysis and the inconsistency with the comprehensive plan that a recommendation to apply to rezone to industrial is not in the best interest of the County; but, a request for conditional use within the existing C-HB zoning district may be the best option of the applicant moving forward.

### **Public Facilities/Impacts**

- a) <u>Engineering Department</u> No comments received.
- a) **Environmental Health Department** Applicant shall upgrade septic system to a non-domestic standard.
- b) **Emergency Services** No comments received.
- c) <u>Etowah Water & Sewer Authority</u> No comments necessary.
- d) **<u>Dawson County Sheriff's Office</u>** No comments received.
- e) **Board of Education** No comments necessary.
- f) Georgia Department of Transportation No comments necessary.

### <u>Analysis</u>

- The existing structure was built several years and from a site visit by staff, it is presently set up for onsite slaughtering and processing of animals.
- The subject property is currently zoned commercial and allows for retail sales to include a farmers market.
- From staff research, slaughtering of animals for human consumption is generally determined to be a value added agricultural use and value added agricultural uses are anticipated within the Dawson County Land Use Resolution under the definition of a farmers markets.
- The previous rezoning application and past planning department determination to rezone to industrial has been deemed by current staff to not be in the best interest of the County.
- A conditional use approval with stipulations for an abattoir within the current C-HB zoning district could establish a restricted use while maintaining the development integrity as present and not setting precedence by introducing another incompatible or more intense (industrial) zoning district into this part of the County.

### The following observations should be noted with respect to this request:

A. The existing uses and classification of nearby property.

All adjacent properties to the North, South, East, and West are residentially zoned for single family residential structures with a church adjacent to the parcel in question.

**B.** The extent to which property values are diminished by the particular land use classification.

A rezoning to industrial could potentially diminish property values. A conditional use maintains the current zoning of the property.

C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.

If the request for an abattoir were to be denied, the property will still have all the allowed uses within the C-HB zoning district.

**D.** The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

According to the applicant, if approved, the owners will be able to provide fresh locally sourced meat to the discriminating customer seeking foods free of potentially unwanted additives and supplements imposed by larger scale meat processors.

- **E.** The suitability of the subject property for the proposed land use classification. This request is for a conditional use to allow for low scale on site slaughtering of animals for human consumption.
- F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.

This criterion does not apply to this particular situation.

G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners. As the history and facts of this application have been addressed and the analysis made; granting the conditional use should not harm the surrounding area.



Pictures of Property: Holding areas

Kill area

**De-Hair Machine** 





Meat processing room

Building from Harmony Church Road

### **Staff Recommendation**

Based on the preceding analysis, the planning department is recommending **approval** of this request with the following stipulations.

- 1. Prior to operation, the applicant/owner shall upgrade their onsite septic system and be approved as per the Georgia Department of Public Health and/or the Georgia Environmental Protection Division for a non-domestic system.
- 2. The onsite slaughtering of animals shall be limited to a maximum of 25 animals per week.
- 3. Noise shall be limited to what would normally be associated with a small scale farm or farmers market and off-site noise is prohibited.
- 4. All animal refuge and waste shall be stored in sealed dumpster(s)/container(s) to eliminate offsite odor and shall be picked up at least once per week.
- 5. Dumpster area shall be enclosed with a minimum 6' high opaque gated fence.
- 6. All applicable licensing and certifications to include but not limited to: Dawson County Business License, USDA certifications and inspections etc. shall be kept current, placed in a conspicuous location and available for review upon request.
- 7. Failure to adhere to all stipulations required within this approval to include a discontinuance of use greater than one (1) year shall result in the voiding of the permissive use for a slaughterhouse on the subject property.
- 8. All stipulations of zoning shall be made a part of any plat(s) and/or permit(s) associated with this request.

Maps Attached:













# 118-091-001 Dawson County Public Works

4/11/2017

### Legend





City Limits ----- County Line



### Backup material for agenda item:

3. ZA 17-03 - Richard Bourgeois has made a request to rezone 7+/- acres from RS (Residential Suburban) to RA (Residential Agriculture) to allow for greater agricultural uses. The property is located on TMP 105-153.

# **DAWSON COUNTY REZONING APPLICATION**

***This portion to be completed by Zoning Administrator***
ZA 17-03 Tax Map & Parcel # (TMP): 105 153
Submittal Date: 3 17 17 Time: 10: 33 ampm Received by: (staff initials)
Fees Assessed: $\frac{45150.02}{150.02}$ Paid: <u>C</u> Commission District: <u>4</u>
Planning Commission Meeting Date: April 18 2017
Board of Commissioners Meeting Date: May 18,2017
APPLICANT INFORMATION (or Authorized Representative)
Printed Name: Richard BOURgeois
Printed Name: <u>Richard Bourgeois</u> Address: <u>49 Pirkle Leake Rd Dawsonville 94 30534</u>
Phone: Listed Phone: Listed Phone: Unlisted Status: [JOwner] JLessee [
Notice: If applicant is mpleted.
I have/have not participated in a Pre-application meeting with Planning Staff.
If not, I agree /disagree to schedule a meeting the week following the submittal deadline.
Meeting Date: Applicant Signature:
PROPERTY OWNER/PROPERTY INFORMATION
Name: Richard Bourgeois
Street Address of Property being rezoned: 12 Acres. grizzle R2 Fart
Rezoning from: $RS$ to: $RA$ Total acreage being rezoned: $7t/-$
Directions to Property: North side of grizzle Road at its intelsection
East Windsor Way

I am Richard L Bourgeois I recently bought 12 acres off Errizzle Rd. I came to the planning dept to get permit for grading and was informed that the land is split zoned RS/RA. I plan to build pay personel home and develop the land around it as pasture land. I plan to use the Pasture portion for horses for my personal use only no convercial use. I thank you for your attention in this matter

Richard L Bourgeois

### List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and mailing address of anyone who has property touching your property or who has property directly across the street from your property.

\*\*Please note this information should be obtained using the Tax Map & Parcel (TMP) listing for any parcel(s) adjoining or adjacent to the parcel where a variance or rezone is being requested.

		Name		<u>Address</u>	0	Juth
TMP 105025	1. <u>Ms</u>	<u>Name</u> VTK Investme	int Lup	3774 Lo.	cKeTT TR G	A 30097
TMP 105026 002	2. Melvin	Daniels	243 C	layton Wal	lace RE GA	ille <u>20534</u>
TMP 105 026	3. Laura	Daniels	1939 Gri	izzle RJ D	iville 9A I	10534
TMP 105053	4. Jack	Voyles	1889 90	izzle R1	D'ville 9A	30534
TMP 105008004	5.0	l	183591	rizzle RL.	D'ville 9A	30534
TMP 105008	6. Rose	Mcbrayer	1733 9	Prizzle R1	D'ville 9A	30534
TMP	7					
TMP	8					
TMP	9					
TMP	10					
TMP	11					
TMP	12					
TMP	13					
TMP	14					
TMP	15					

Use additional sheets if necessary.

TMP	First	Last	Address	City/State/Zip	Case#
113-039	Dawson 400 Center, LLC		780 Old Roswell Place, Ste. 100	Roswell, GA 30076	VR 17-04
113-085-003	Cutchin Company, LLC		4038 Chestatee Road	Gainesville, GA 30506	VR 17-04
113-085	WJS Dawson, LLC		50 Cinema Lane	St. Simons Island, GA 31522	VR 17-04
113-180	GA Dawsonville Medical Center BK,	c/o GPS Hosptality LLC	2100 Riveredge Parkway, Ste. 850	Atlanta, GA 30328	VR 17-04
105-007-028	Ricky	Smith	16 E. Windsor Way	Dawsonville, GA 30534	ZA 17-03
105-053	Jack & Becky	Voyles	1889 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
		Donald Kenimer Life			
105-026	Laura Daniels	Estate	1939 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
105-026-002	Melvin	Daniels	243 Clayton Wallace Road	Dawsonville, GA 30534	ZA 17-03
105-025	MSVTK Investments, LLLP		3274 Lockett Trace	Duluth, GA 30097	ZA 17-03
105-008	Rose	McBrayer	1733 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
105-008-004	James & Rayschelle	Ventresco	1835 Grizzle Road	Dawsonville, GA 30534	ZA 17-03
118-099	Harmony Baptist Church		1575 Harmony Church Road	Dawsonville, GA 30534	ZA 17-01
119-002	Tim	Byrd	150 Carson Creek Drive	Dawsonville, GA 30534	ZA 17-01
119-051	Curtis Pierce & Harriett Wells		11 Resty Hughes Circle	Dawsonville, GA 30534	ZA 17-01
118-091	Joseph	Green	1502 Harmony Church Road	Dawsonville, GA 30534	ZA 17-01
065-010A	Charles	Samples	687 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02
065-011	Nancy	Schreeder	4613 Polo Lane	Atlanta, GA 30339	ZA 17-02
066-009-001;					
;6009-003; 10-009-003;					
<u>56-009-005</u>	Raymond Jerry	Waters	4212 Hwy. 136	Dawsonville, GA 30534	ZA 17-02
]	Melissa McDougal & Wendy				
900-600-990	McGinnis		356 Lula Garrett	Dawsonville, GA 30534	ZA 17-02
066-044	Jeffery	Perry	257 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02
0066-006	Willie Joann	Crane	283 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02
066-027	Thomas & Michele	Rice	575 Bailey Waters Road	Dawsonville, GA 30534	ZA 17-02

# NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature: X
Applicant Printed Name: Richard Bourgedis
Application Number: $770 - 289 - 2057$
Application Number: $10^{-201-0031}$
Date Signed: 3-11-17

Sworn and subscribed before me

this Notary Public My Commission Expires

# **PROPERTY OWNER AUTHORIZATION**

Richard Bourgeois I/we, , hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #): 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 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 under signer is aware that no application or reapplication affecting the same land shall be acted upon within six (6) months from the date of the last action by the Board of Commissioners. Richard Bourgeois Printed Name of applicant or agent: Signature of applicant or agent: Richard Bourgeon' Printed Name of Owner(s): Signature of Owner(s): XDate: Mailing address: Dawson Ville 05 City, State, Zip: 89 Л. Listed Telephone Number: (Unlisted) Sworn and subscribed before me the day of March this Notary Public My Commission Expires:

(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 identify as applicant or owner and have the additional sheet notarized also.)
Printed: 3/17/2017 09:29:35 **Register:** 5 Clerk: ALH

### **Official Tax Receipt** Nicole Stewart **DAWSON COUNTY Tax Commissioner**

Phone: (706) 344-3520 Fax: (706) 531-2753

96 (p.

25 Justice Way Suite 1222 Dawsonville, GA 30534

Trans No		perty ID/District Description		Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
13953	105 153		/ 001	83.25	0.00	0.00	83.25	83.25	0.00
Year-Bill No	1LL 247 248	LD 13-SOUTH			Fees				
2016 - 13906					0.00				
	FMV: \$	184,061.00						Paid Date	Current Due
			1		0			10/17/2016 13:37:19	0.00
Transactions:	13953	- 13954	Totals	83.25	0.00	0.00	83.25	83.25	0.0
						Paid By :			

	T dia Dy .		
	VOYLES JACK R & BECKY L	Cash Amt:	0.00
VOYLES JACK R & BECKY		Check Amt:	0.00
1889 GRIZZLE RD		Charge Amt:	0.00
DAWSONVILLE, GA 30534		Change Amt:	0.00
	Check No	Refund Amt:	0.00
	Charge Acct	Overpay Amt:	0.00





1889 GRIZZLE RD

Physical Address GRIZZLERD

Assessed Value Value \$184061

DAWSONVILLE GA 30534

Last 2 Sales

9/16/1999 \$0

4/12/1993 \$0

Date

Price Reason Qual

U

U

GF

QC

Owner

Parcel ID	105 153
Class Code	Consv Use
<b>Taxing District</b>	UNINCORPORATED
	UNINCORPORATED
Acres	12
(Note: Not to h	e used on legal documents

Date created: 3/17/2017

Last Data Uploaded: 3/16/2017 3:07:42 PM



Developed by Schneider The Schneider Corporation

# Google Maps 1889 Grizzle Rd



Imagery ©2017 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2017 Google 200 ft



1889 Grizzle Rd Dawsonville, GA 30534



# Images



# DAWSON COUNTY PLANNING COMMISSION PLANNING STAFF REPORT AND RECOMMENDATION

Applicant	Richard Bourgeois
Amendment #	ZA-17-03
Request	Rezoning from RS to RA
Proposed Use	Small farm for personal use
Current Zoning	RS
Size	12± acres
Location	North side of Grizzle Road at its intersection with East Windsor Way
Tax Parcel	105-153
Planning Commission Date	April 18, 2017
Staff Recommendation	Approval

# **Applicant Proposal**

The applicant is seeking to rezone approximately seven (7)  $\pm$  acres of a 12 acre tract from RS (Residential Suburban) to RA (Residential Agriculture) to allow for greater agricultural uses to include horses and pasture land for personal use.

### History and Existing Land Uses

The subject property is currently vacant and split zoned with RS & RA zoning districts. If approved, the applicant plans to build his personal home.

The subject property is wooded and all adjacent properties to the North, South, East, and West are residentially zoned, with single family residential structures.

Adjacent Land Uses	Existing zoning	Existing Use
North	RS	Single family residential
South	RS	Single family residential
East	RA	Single family residential
West	RS	Single family residential

# **Development Support and Constraints**

As split zoned, the applicant is limited to only the RA portion of the property for more intensive agricultural uses. If approved, the applicant seeks to convert some of the wooded area to pasture land for the keeping of their horses for personal use.

# **Relationship to the Comprehensive Plan and FLUP (Future Land Use Plan)**

According to the 2013-2033 comprehensive plan and accompanying FLUP (Future Land Use Plan), the subject property is identified as Suburban Residential. The Suburban residential character area is identified in areas of the County where residential growth pressure is the greatest; particularly in relation to the availability to public water and sanitary sewer.

With the Suburban Residential designation, this request to downzone to RA is technically inconsistent with the higher residential density anticipated in the Suburban Residential character area. Even so, agriculture is important within Dawson County and the applicant is aware of the potential growth pressures adjacent to his property if this request were to be approved.

# Public Facilities/Impacts

- a) <u>Engineering Department</u> No comments necessary.
- a) **Environmental Health Department** No comments necessary.
- b) <u>Emergency Services</u> No comments necessary.
- c) <u>Etowah Water & Sewer Authority</u> No comments necessary.
- d) **<u>Dawson County Sheriff's Office</u>** No comments necessary.
- e) **<u>Board of Education</u>** No comments necessary.
- f) Georgia Department of Transportation No comments necessary.

### **Analysis**

- Through staff research, the planning department cannot determine when or how the subject property became split zoned with approximately 7 acres RS and 5 acres RA.
- The applicant can use the RA portion of the 12 acre tract for agricultural uses.
- The applicants request is to allow for horses and pasture land for the whole 12 acres.
- Even if downzoned to RA, the applicant could still develop the property for residential purposes and further subdivide the property.
- If approved, the applicant is aware their property is anticipated to be higher density residential and the potential for development within the vicinity of their request is elevated.

# The following observations should be noted with respect to this request:

### A. The existing uses and classification of nearby property.

Adjacent properties to the North, South, and West are residentially zoned with properties to the East zoned for agriculture and residential uses.

# **B.** The extent to which property values are diminished by the particular land use classification.

A rezoning to RA should not diminish property values as RA zoning allows for lower density residential development.

# C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.

This rezoning should not be a destruction of property values or affect the general welfare of the public.

# **D.** The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

The degree of agricultural uses as proposed by the applicant should be of low enough intensity that there should be little to no impact to adjacent property owners.

# E. The suitability of the subject property for the proposed land use classification.

This request is for a rezoning to RA to allow for horses and pasture land for personal use.

# F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.

As split zoned, the subject property could be developed for residential purposes with both zoning districts; it is the agricultural uses sought in RA zoning necessitating this request.

# G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.

Granting the rezoning should not harm the surrounding area.

### **Staff Recommendation**

Staff has reviewed the application for rezoning from RS to RA. Based on the above analysis and information provided, the planning department recommends **APPROVAL** of the rezoning.

# Pictures of Property:





Maps Attached:



Feet











105-153 Dawson County Public Works 4/11/2017
Legend
Parcels
Rurual Corridor Protection
——— Scenic_Byways
Groundwater_Recharge_Areas
iiiiiiii mountain_protection
River_Protection
Watershed_Protection_Overlay_District
Future Landuse
Exurban Residential
Rural Residential
Sub-Rural Residential
Suburban Residential
Planned Residential Community
Town Residential
Multiple-family Residential
Lakefront Residential

- Commercial Highway
- Crossroads Commercial
- Campus-Style Business Park
- Office/Professional
- Mixed Use Village
  - Public/Institutional
  - Light Industrial
  - Transportation/Communication/Utilities
- Agriculture
- Parks/Recreation/Conservation
- Forestry
- Water

N

- Water Supply Protection Area
  - City Limits
- County Line



# Backup material for agenda item:

1. Consideration to move forward 2017 Updated Environmental Health Fee Schedule (1st of 2 hearings. 2nd hearing will be held on June 1, 2017)



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Env Health

Prepared By: Bill Ringle

Presenter: Bill Ringle

Work Session: 4/25/17

Voting Session: 5/4/17

Public Hearing: Yes X No

Agenda Item Title: Adopting a new Environmental Health Fee Schedule

Background Information:

The Environmental Health Office has a fee schedule for the various services that we provide. The current fee schedule has been in place since March, 2009.

Current Information:

During its April 6, 2017 quarterly meeting, the Dawson County Board of Health voted to adopt the attached fee schedule.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_ Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _	
--------------------------	--

Department Head Authorization:	Date:
Finance Dept. Authorization: Vickie Neikirk	Date: <u>4/19/2017</u>
County Manager Authorization: David Headley	Date: <u>4/20/2017</u>
County Attorney Authorization:	Date:
Comments/Attachments:	

- Fee schedule sheet showing existing and proposed fees.

- Memo from the Environmental Health Office



# Dawson County Environmental Health

189 Hwy. 53 W., Ste. 102, Dawsonville, GA 30534 PH: 706-265-2930 FAX: 706-265-7529 • <u>www.phdistrict2.org</u>

Pamela Logan, M.D., MPH, M.A, Health Director

# April 17, 2017

# MEMORANDUM

To: Dawson County Board of Commissioners

From: George W. "Bill Ringle, Dawson County Environmental Health Office

Re: Updating the Environmental Health Fee Schedule

Our fee schedule has not been reviewed or updated since March, 2008. Some of the changes we are proposing are simple wording changes, while others represent a fee increase to more closely accommodate the time demand of a specific service. A few others are new fees for services that we provide or will provide in the future, and there are some that have been eliminated or rolled into another fee category.

Attached you will find the proposed fee schedule showing our current fees, the proposed fees and the range of fees charged in surrounding counties, or similarly populated counties, for similar services.

# **Dawson County Board Of Health**

# **Environmental Health Fees**

	Existing Fee	Proposed Fee Red = Increase	Range of Lumpkin, Pickens, and White Counties
SEWAGE MANAGEMENT			
Residential Septic Tank Permit 1-4 Bedrooms	\$300	\$300	\$150-\$450
5+ Bedrooms	\$300	\$400	
Commercial Septic Permit 0-1999 gpd	\$300	\$300	\$300-\$450
Commercial Septic Permit >1999 gpd	\$300	\$400	\$325-\$875
Septic System Re-inspection (system not ready)	\$50	\$50	\$60-\$100
Subdivision Review, per lot	\$50	\$50	\$50-\$100
Repair Permit	\$100	\$100	\$50-\$100
Add-on/ Modification Permit	\$75	\$100	\$50-\$100
Pre-purchase Evaluation	\$50	\$100	\$50-\$65
Existing System Re-Evaluation	\$75	\$100	\$60-\$100
Septage removal truck annually	\$50	\$50	\$75-100 1 <sup>st</sup>
			\$35 Each
			Additional
Temporary Toilet First unit	\$50	\$50	\$50
N/C 401(c) Each Additional	\$10	\$10	
Engineered site plan review for individual lot	\$0	\$100	N/A
FOOD SERVICE			
Plan Review	\$100	\$150	\$100-\$200
Initial Permit	\$275	\$300	\$225-\$350
Annual Inspection			
0-25 Seats	\$200	\$200	\$100-\$225
26-50 Seats	\$200	\$225	\$200-\$250
51-100Seats	\$200	\$250	\$250-\$300
101+ Seats	\$200	\$300	\$300-\$400
Mahila and Entended as a literation of the	¢200	¢100	¢100 ¢200
Mobile and Extended permit per unit	\$200	\$100	\$100-\$300
Late Annual Fee, at 3 <sup>rd</sup> notice	\$100	\$100	\$50/month- double
Food Service Site-Pre Purchase	\$0	\$100	\$35-\$60
Temporary Food Service Vendor Inspection	\$25	\$40	\$25-\$40
	φ <i>∠</i> J	<b>Φ4</b> Ο	\$∠J-\$40
Tourist Accommodation Fees			
Plan Review	\$100	\$150	\$100-\$200
Initial Permit	\$175	\$250	\$125-\$275
Annual Inspection			
Rooms 2-49	\$20	\$200	\$100-\$375
Rooms 50-100	\$20 123	\$225	\$150-\$375

	\$200	\$250	\$150-\$375
Rooms 101+			
Late Annual Inspection Fee, at 3 <sup>rd</sup> notice	\$100	\$100	\$50-Double
WATER TESTING			
Water Sample, includes 1 follow-up	\$35	\$45	\$40-\$50
POOLS & SPAS			
Pool/Spa Plan Review and Construction Permit	\$100	\$150	\$100-\$600
Initial Permit Fee	\$125	\$150	\$150
Public Swimming Pool			
Special Purpose Pool			
Wading Pool			
Spa			
Annual Inspection	\$125	\$150	\$150
Each Additional	\$75	\$100	\$100
Re-Inspection	\$0	\$50	\$35-\$50
Late Annual Fee, at 3 <sup>rd</sup> notice	\$0	\$100	\$50-Double
BODY ART			
Initial Plan Review	\$0	\$150	\$75
Establishment Permit	\$100	\$150	\$150-\$400
Establishment Annual Inspection	\$100	\$150	\$100-\$300
Technician Permit Fee	\$25	\$50	\$100-\$300
Technician Annual Renewal Fee	\$25	\$50	\$25-\$50
Late Annual Fee, at 3 <sup>rd</sup> notice	\$0	\$100	\$125 -
			Double

# Backup material for agenda item:

1. Consideration of County-Wide Revaluation and Equalization Project RFP



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Tax Assessor

Prepared By: Melissa Hawk

Presenter: Kurt Tangel/Melissa Hawk

Work Session:05/11 /17

Voting Session: 05/18/17

Public Hearing: Yes <u>x</u> No \_\_\_\_\_

Agenda Item Title: <u>#291-17 County-wide Revaluation and Equalization Project</u>

Background Information:

The purpose of a revaluation is not to increase County revenue but, to ensure equity and uniformity of assessment. While adding new construction is part of the process, the process also involves reflecting market changes (up or down) in property values. Equalization is the act or process of making equal or bringing about conformity to a common standard so that the property of one shall not be assessed at a higher or lower percentage of its FMV than the property of another.

Current Information:

Currently the County has 15,000 parcels and 200 pre-bill mobile homes. The County currently has approximately 1,800 commercial/industrial improvements and 12,000 residential homes.

This will be Dawson County's first total revaluation and/or equalization project to be completed through a contracted company.

Budget Information: Applicable: <u>x</u> Not Applicable: <u>Budgeted: Yes x</u> No \_\_\_\_\_

F	Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	100	1550	521200	\$600,000	\$600,000	\$588,300	\$11,700

Recommendation/Motion: <u>To approve a contract with in the amount of \$588,300,appeal hearing costs of</u> \$600/day – BOE/Settlement costs; \$1,000/day – Superior Court costs; \$500/day – Appeal Preparation costs to GMASS for the County-wide Revaluation and Equalization Project.

Department Head Authorization: Kurt Tangel

Finance Dept. Authorization: Vickie Neikirk

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

Date: 05/03/2017

Date: <u>5/4/17</u>

Date: 5/4/2017

Date:

# County-wide Revaluation and Equalization Project Bid #291-17 RFP

WORK SESSION MAY 11, 2017



# Background

> Dawson County has never contracted to have a revaluation and equalization project completed.

- The purpose of a revaluation is not to increase County revenue but, to ensure equity and uniformity of assessment.
- Equalization is the act or process of making equal or bringing about conformity to a common standard so that the property of one shall not be assessed at a higher or lower percentage of its fair market value than the property of another.
- Currently the County has 15,000 parcels and 200 pre-bill mobile homes. The County currently has approximately 1,800 commercial/industrial improvements and 12,000 residential homes.
- Bid according to policy.
- Standard Professional Services Contract
  - Term Award date until final acceptance of the project by the County, anticipated to be a total 730 days.

# Scope of Work

# The contracted firm shall:

Act as the facilitator of the revaluation and equalization of real property within the boundaries of Dawson County, Georgia

3

- Provide all equipment, materials and labor to complete the scope of work.
- Complete Classification of Property.
- Complete Data Verification and Collection Residential and Agricultural Properties.
- Complete Data Verification and Collection Commercial and Industrial Properties.

- Complete Data Entry.
- Analysis to be Performed:
  - General
  - Cost Data
  - Lease Data
  - Economic Data
  - Sales Data

# Scope of Work - Continued

# The contracted firm shall:

- Complete Neighborhood Delineation.
- Complete Land Values for Residential and Agricultural Property.
- Complete Land Values for Industrial and Commercial Property.
- ▶ Train Assessor's Staff on the Operation of Phases of Reappraisal Project.
- ▶ Foster and Maintain Good Public Relations with Taxpayers of Dawson County, Georgia.

130

- Provide a Quality Control Plan.
- Provide Work Products to include:
  - Training Materials and Manuals
  - Data Collection Manuals
  - Detailed Cost Manuals
  - Comparable Sales Information Data
  - Contractor's Quality Assurance Plan

# 5

# Dawson County Responsibilities

# The County will complete the following:

- Provide office space, utilities and office furnishings currently available. (Any additional needs are at the cost of the Contractor.)
- Limited appraisal and administrative assistance.
- Connectivity to the County's CAMA System, Real Estate File and GIS Mapping System. (Any damage is responsibility of Contractor. Confidentiality is a must.)
- Provide most current up to date ownership of real estate.
- Provide sketches of structures through the County CAMA system.
- > All records regarding property will be available.
- Provide information on demolished property.
- Printing, mailing and postage of new assessment notices to all property owners.

# Acquisition Strategy & Methodology

- Advertised in Legal Organ
- Posted on County Website
- Posted on GLGA Marketplace
- Posted on Georgia Procurement Registry (GPR)
- Emailed notification through Vendor Registry (VR)
- Notification through County's Facebook and Twitter accounts
- Notified previous vendors
- 487 vendors notified through GPR and VR
- 1 bid received

# **Evaluation Committee**

- Kurt Tangel, Chief Appraiser
- Vicki Graham, Deputy Chief Appraiser
- Sam Guthurie, Board of Assessors Member
- Melissa Hawk, Purchasing Manager (Facilitator)

# **Evaluation Criteria and Proposer Scores**

8

Company	Points Allowed	GMASS
Introductory Letter	5	5
Experience & Workload	15	14
Firm/Personnel Experience	20	17
Approach to Scope of Work to Be Contracted	20	19
<b>Certifications/Accreditations</b>	5	5
References	15	14
Price Proposal	20	20
TOTAL POINTS	134	94

Scores have been rounded up to the nearest whole number.

# Cost Proposals

TASKS		ORIGINAL PRICE	AFTER NEGOTIATIONS
Phase One – Residential & Agricultural Properties	Number of Days to Complete	Service Price	Service Price
ite Visits of Residential and Agricultural Properties	270 days for Phase One	\$340,000	\$338,000
Cost Schedules for Residential & Agricultural Properties		\$50,000	\$21,450
and Schedules & Breakout for Residential & Agricultural Properties		\$85,800	\$91,000
Residential & Agricultural appraisal Data entered in the CAMA system and approved for Assessment Notices.		\$68,100	
Phase Two – Commercial & Industrial Properties			
ite Visits of Commercial & Industrial Properties	270 days for Phase Two	\$24,100	\$24,150
ncome Data Used for the appraisal of Commercial or Industrial Property		\$25,000	\$25,000
and Schedules & Breakout of Commercial & Industrial Properties		\$31,600	\$31,600
Commercial and Industrial appraisal Data entered in the CAMA system and approved for Assessment Notices.		\$4,800	\$4,800
	Total Cost to County to Complete Project	135 \$657,300	

Additional Costs: Informal Appeal Hearings: \$22.500; Printing & Field Stationary: \$5,000 (Not in total cost: Appeal Hearings: BOE/Settlement - \$750/day; Superior Court - \$1,000/day; Appeal Preparation: \$500/day)

Additional Cots: Informal Hearings Removed; Printing & Stationary: included: Appeal Hearings: BOE/Settlement - \$600/day; All other costs same

# Recommendation

Staff respectfully requests the Board to award RFP #291-17 County-wide Revaluation and Equalization Project to the most responsive, responsible bidder, GMASS; and approve the contract with pricing of 588,300.00 for the cost of project to Dawson County, with Appeal Hearing costs possible as follows: \$600/day – BOE/Settlement costs; \$1,000/day – Superior Court costs; \$500/day – Appeal Preparation costs, as submitted.

# DAWSON COUNTY, GEORGIA

# PROFESSIONAL SERVICES AGREEMENT CONTRACT NO.: 291-17 BID #291-17 COUNTY-WIDE REVALUATION AND EQUALIZATION PROJECT

**THIS AGREEMENT** between Dawson County, Georgia (hereinafter referenced as the "County") and <u>GMASS</u> (hereinafter referenced as the "Consultant") is hereby made and entered into this <u>18th</u> day of <u>May, 2017</u> for professional services described in this Agreement.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

# 1. Contract

The Contract between the County and the Consultant, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the State of Georgia law, law of the State of Georgia shall prevail.

This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated fund are no longer available to satisfy the obligations of the County under this Agreement.

# 2. Definitions

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 *Agreement Execution*. The Agreement Execution means the date both parties execute this Agreement.

2.2 *Contract.* The word contract has the identical meaning as the word Agreement.

2.3 *Contract Documents.* The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant's statement of proposal and required response forms, change order bids and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 *Contract Price*. The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

County-wide Revaluation and Equalization Project (mh)

Page 1

2.5 *Contract Time*. The contract time means the period of time stated herein for completion of work.

2.6 *Cost of Work.* The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

2.7 *County*. The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 *Deliverables*. Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of work as deliverable to the County.

2.9 *Drawings*. The drawings shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 *Liaison*. Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

2.11 *Project.* Project means a task or set of tasks assigned pursuant to a Change Work Order.

2.12 *Specifications*. Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.13 *Sub-consultant*. A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

2.14 *Change Work Order*. A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or County-wide Revaluation and Equalization Project (mh) Page 2

the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.15 *Work*. The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

2.16 *Term of Agreement.* Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

# 3. Compensation

The County shall pay the Consultant the fee calculated in accord with "Exhibit A", and set forth in the project specified within as the Fee Proposal. The Consultant and County shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within "Exhibit A". The parties agree that the County shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustment shall be implemented.

The County reserves the right to insert a liquidated damages provision in any change work order.

The Contractor agrees to complete the Affidavit of Payment and return to the Purchasing Manager at time of the submission of the final invoice.

# 4. Scope of Services

The Consultant shall provide all services in accordance with the specifications contained in the solicitation, the terms of the Contract, as further described in the Contractor's Response and in accord with the IFB document.

5. Personnel, Sub-Consultants and Suppliers

County-wide Revaluation and Equalization Project (mh)

Page 3

Terms of Subcontracts. All sub-contracts and purchase orders with subconsultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the County against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the County and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers.

### 6. Personnel

The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the County.

The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the County, if the County reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

# 7. Notice of Personnel Changes

The Consultant key personnel identified within the statement of qualifications/proposal shall not be changed or substituted without the prior written approval of the County.

# 8. Warranty of Workmanship

The Consultant warrants and guarantees to the County that all services furnished under the terms hereof shall be competent and that all materials furnished shall comply with the terms of the Project scope. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

County-wide Revaluation and Equalization Project (mh) Page 4

# 9. Payment to the Consultant

The County shall pay to the Consultant on the basis of an executed task work order, and all invoices submitted by the Consultant shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit A" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Consultant shall not be entitled to payment for overtime. Invoices shall be paid per County policies and procedures, which is typically 30 calendar days' from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to County policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the County shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the County for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the County from any claim from the Consultant resulting from such change work order and project.

### 10. Changes in Work and Extensions of Time

*County's Right to Order Changes.* The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Contractor executed by the County issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

### 11. Claims by the Consultant

The Consultant shall initiate a Notice of Claim or dispute against the County arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the County. Such written notice shall be received by the County no later than fourteen (14) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees County-wide Revaluation and Equalization Project (mh) Page 5

and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto.

# 12. Litigation and Arbitration

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

# 13. Suspension & Termination

If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

### 14. Termination by Consultant

The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

### 15. Termination by the County

County-wide Revaluation and Equalization Project (mh)

Page 6

The County may for any reason terminate performance under this Agreement by the Consultant for convenience. The County shall given written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days' from the written notice.

Within sixty (60) days after the effective date of a termination for convenience by the County, the Consultant shall submit a termination claim to the County specifying the amount due. If the Consultant fails to complete a proper termination claim within sixty (60) days as set forth herein, then any claim for any sum due shall be deemed waived and no further sum shall be due the Consultant.

# 16. Termination by the County for Cause

If the Consultant persistently or repeatedly refuses or fails to pursue the work in a timely manner or to supply properly skilled workers or proper equipment or materials or if the Consultant fails to make prompt payment to sub-consultants for materials or labor or persistently disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over the work or if the Consultant violates a material provision of this Agreement, then the County may by written notice to the Consultant terminate this Agreement. In such event, the Consultant shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the Agreement price exceeds the reasonable and necessary cost of finishing the work, then such excess amount shall be paid to the Consultant. However, if such costs exceed the unpaid balance, then the Consultant shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

### 17. Indemnification

The Consultant hereby agrees to indemnify and hold the County harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, or (2) the breach by the Consultant of any material provision of this Agreement.

# 18. Insurance

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, County-wide Revaluation and Equalization Project (mh) Page 7

damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

#### 19. Severability

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

### 20. Governing Law

The parties agree that this Agreement shall be construed in accord with the laws of the State of Georgia and that venue for any dispute involving the terms of this Agreement shall be Dawson County, Georgia.

### 21. Merger

The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used County-wide Revaluation and Equalization Project (mh) Page 8
to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

#### 22. Confidential Information

While performing services for the County, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

#### 23. Condition Precedent – Litigation

This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the County arising out of or related to this Agreement, the Consultant shall first provide the County thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

#### 24. Term of Agreement

This Agreement shall commence no later than the 1<sup>st</sup> day of June, 2017 and shall terminate upon complete acceptance of the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

#### 25. Notices

Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

County-wide Revaluation and Equalization Project (mh)

Page 9

County: Dawson County Board of Commissioner Attn: Melissa Hawk 25 Justice Way, Suite 2223 Dawsonville, GA 30534 Consultant: GMASS Attn: Terry McCormick P. O. Box 67 Norwood, GA 30821

- Signature Page to Follow -

County-wide Revaluation and Equalization Project (mh)

Page 10

146

**IN WITNESS WHEREOF**, the parties have hereunto entered into this Agreement on the day and year first above written.

COUNTY: DAWSON COUNTY, GEORGIA	CONTRACTOR: GMASS
Ву:	Ву:
Name:	_ Name:
Title:	Title:
Date:	_ Date:
Attest:	Attest:
Ву:	Ву:
Name:	Name:
Title: County Clerk	Title:

County-wide Revaluation and Equalization Project (mh)

## EXHIBIT "A"

Phase One – Residential & Agricultural Properties	Number of Days to Complete	Service Price
Site Visits of Residential and Agricultural Properties	270 days for Phase One	\$338,000
Cost Schedules for Residential & Agricultural Properties		\$21,450
Land Schedules & Breakout for Residential & Agricultural Properties		\$91,000
Residential & Agricultural appraisal Data entered in the CAMA system and approved for Assessment Notices.		\$52,300
Phase Two – Commercial & Industrial Properties		
Site Visits of Commercial & Industrial Properties	270 days for Phase Two	\$24,150
Income Data Used for the appraisal of Commercial or Industrial Property		\$25,000
Land Schedules & Breakout of Commercial & Industrial Properties		\$31,600
Commercial and Industrial appraisal Data entered in the CAMA system and approved for Assessment Notices.		\$4,800
County-wide Revaluation & Equalization Project		\$588,300
Additional Cots: Informal Hearings Remove Appeal Hearings: BOE/Settlement - \$600/da Preparation - \$	y; Superior Court - \$1,0	

County-wide Revaluation and Equalization Project (mh)

Page 12

#### AFFIDAVIT OF PAYMENT OF CLAIMS (SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

		this	day of	,
20appeared before me				,
a Notary Public, in and for			, and bei	ng
by me first duly sworn states t			••	
materials have been paid all su			vork performed or material	
furnished in the performance of	the contract I	petween:		
Dawson County	Board	of	Commissioners	and
(Contractor), last signed				
Mitigation Plan Update.		, 20		Jinai
		BY:_		
		TITLE:		
		DATE:		
			(Seal)	
Subscribed and sworn to before	e the da	ау		
of,				
My commission expires on the	day			
of,				
NOTARY PUBLIC				
(Notary Seal)				
(Notary Ocal)				

County-wide Revaluation and Equalization Project (mh)

Page 13

### Backup material for agenda item:

2. Consideration of FireHouse Subs and Chick-fil-A Dawsonville Fund Raising Opportunities to Support Dawson County Emergency Services



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Prepared By: Lanier Swafford

Presenter: <u>Tim Satterfield</u>

Work Session: 27 April 2017

Voting Session: 04 May 2017

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Fund Raisers for Emergency Services

Background Information:

DCES has been approached by both Chic Filet and Firehouse Subs regarding doing a fund raiser for our department. The fund raisers would both be in the form of an Emergency Services "Night Out". On these specific nights, proceeds of sales would be donated to DCES.

Current Information:

These events will be ongoing with no "stop" date specified. Funds collected will be used towards the purchase of an All-Terrain Utility Vehicle which will be house at Station 7 to respond to a growing number of emergency calls involving horse riders and hikers inside Dawson Forest Wildlife Management Area.

 Budget Information:
 Applicable:
 \_\_\_\_\_
 Budgeted:
 Yes
 \_\_\_\_\_
 No
 X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: <u>I would move that the Board of Commissioners give Dawson County</u> <u>Emergency Services permission to partner with Chic Filet and Firehouse Subs for fund raisers to suppor</u> <u>the purchase of a UTV.</u>

Department Head Authorization: Lanier Swafford

Finance Dept. Authorization: Vickie Neikirk

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

None - LS

Date: <u>17 April 17</u>

Date: 4/18/2017

Date: 4/20/2017

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

### Backup material for agenda item:

3. Consideration of Request to Surplus Three Fire Apparatuses



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Prepared By: Lanier Swafford

Presenter: Tim Satterfield

Work Session: 27 April 2017

Voting Session: 04 May 2017

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Fund Raisers for Emergency Services

Background Information:

Due to changes in operational deployments, age of apparatus, and ongoing operation and maintenance cost, DCES is requesting the permission of the Board of Commissioners to surplus three (3) – one ton trucks (used as squads). The proceeds of these sales would be applied to the cost of the UTV addressed in the fund raiser presentation made earlier. Fleet Administrator Shannon Harben has been consulted regarding the surplus these items agrees with the possible sale. All trucks are currently operational at the time. This action will have no impact on ISO.

Surrent mormation.

The three trucks we are requesting to surplus are:

1. 1988 Ford F 350 Super Duty - mileage

2. 1994 Chevy 3500 - mileage: 170759

3. 1996 Ford F 350 - mileage: 153447

<b>Budget Information:</b>	Applicable:	Not Applicable:	Budgeted: Yes	No <u>X</u>	
----------------------------	-------------	-----------------	---------------	-------------	--

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: <u>I would move that the Board of Commissioners give Dawson County</u> <u>Emergency Services permission to surplus the three trucks presented and the proceeds of the sale go</u> <u>towards the purchase of a UTV. An excess funds would be deposited in the County Vehicle Replacement</u> <u>Fund.</u>

Department Head Authorization: Lanier Swafford

Finance Dept. Authorization: Vickie Neikirk

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

None - LS

153

Date: 17 April 17

Date: 4/18/2017

Date: 4/20/2017

Date:

### Backup material for agenda item:

4. Consideration to move forward with Public Hearings on June 1, 2017 and June 15, 2017 regarding the Scrap Tire Storage and Disposal Draft Ordinance



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Prepared By: Lanier Swafford

Presenter: Tim Satterfield

Work Session: 27 April 2017

Voting Session: 04 May 2017

Public Hearing: Yes X No \_\_\_\_\_

Date: 17 April 17

Date: 4/18/2017

Date: 4/20/2017

Date:

Agenda Item Title: <u>Presentation of the possible Ordinance to Amend Chapter 34, 2012 International Fire</u> <u>Code, relating to the disposal and storage of scrap tires.</u>

Background Information:

It has come to the attention of Dawson County Emergency Services that scrap tires are being improperly stored and disposed of throughout the county. This poses a threat for public health as well as increased fire risk. Tires form a water holding receptacle that can provide habitat for rodents, insects, and other vermin and serve as breeding ground for mosquitos who have been known for spreading diseases such as Zica.

Current Information:

DECS has petitioned the Georgia Department of Community Affairs concerning this potential ordinance and received correspondence that DCA has issued a "No Comment" concerning the request, Mr. Headley, Streetman, Frye, and Dr. Anderson have all been consulted concerning this possible ordinance.

<b>Budget Information:</b>	Applicable:	Not Applicable: X	Budgeted: Yes	No	<u>X</u>
----------------------------	-------------	-------------------	---------------	----	----------

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: <u>The Dawson County Board of Commissioners move that move the potential</u> <u>Ordinance to Amend Chapter 34, 2012 International Fire Code, relating to the disposal and storage of</u> <u>scrap tires, to the appropriate public hearings. After which the matter will return to the board for</u> <u>consideration.</u>

Department Head Authorization: Lanier Swafford

Finance Dept. Authorization: Vickie Neikirk

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

Accompanying this request is one attachment containing the draft ordinance and the letter from DCA. A power point for this presentation will be provide 155 im Satterfield.

Nathan Deal Governor

C Georgia Department of A Community Affairs

Camila Knowles Commissioner

April 13, 2017

Tim Satterfield, Deputy Chief / Fire Marshal Dawson County Emergency Services 393 Memory Lane Dawsonville, GA 30534

Dear Mr. Satterfield:

This letter acknowledges receipt of the County of Dawson letter dated March 14th, 2017 with proposed local ordinance amending the state adopted mandatory *2012 International Fire Code*, Chapter 34, 3402 Definitions and 3405 Outdoor Storage (see attached). You have requested the Department of Community Affairs (DCA) review the proposed amendments and comment in accordance with the Official Code of Georgia Annotated (O.C.G.A.), Title 8, Chapter 2, Article 1, and Part 2.

The Uniform Codes Act, O.C.G.A. § 8-2-25 (c) (1), requires such amendment(s) to be not less stringent than the State Minimum Standard Codes for Construction and they be based on local climatic, geologic, topographic or public safety factors. The Act also requires the local government to demonstrate a local need by submitting in writing the legislative findings of the governing body and such other documentation it deems necessary/helpful in justifying the proposed amendment(s).

Legislative findings should take the form of analysis or special studies, conducted by the local government, which would support the need for a particular local code amendment. If such detailed material is not available, documentation of legislative findings must, at a minimum, consist of a resolution adopted by the governing authority which indicates: (a) the governing authority has reviewed the proposed local code amendment(s) being submitted to the Department; (b) the governing authority has found each of the proposed amendment(s) to be not less stringent than the State Minimum Standard Codes; (c) the reason(s) the local government feels each amendment is needed and which of the aforementioned localized factors (i.e., climate, geology, topography or public safety) is causing the need for the local amendment; and (d) the local government is requesting the Department to review the proposed local amendment(s) in accordance with the Act.

Accordingly, the Department may respond to your proposed amendment(s) in one of three ways: 1) the Department recommends adoption of the amendment; 2) the Department does not recommend adoption of the amendment; or 3) the Department has no comment. Whenever the Department has made no comment, there was either no evidence of legislative findings and/or other supporting documentation justifying the requirement provided for the Department to make a decision regarding the amendment or the requirement was an administrative procedure or the requirement was not code related.

60 Executive Park South, NE | Atlanta, GA 30329-2231 | 404-679-4940 www.dca.ga.gov | An Employer



County of Dawson Page 2 April 13, 2017

Therefore, we have reviewed your amendment(s) and we offer the following recommendations and comments for consideration by your local governing body. Section 3402 Definitions and Section 3405 Outdoor Storage; 2012 International Fire Code:

1) Regarding adding subsection 3402.2 and Section 3405.8, the Department has no comment.

Per O.C.G.A. 8-2-25 (c) (4), Georgia law requires no local amendment to the State Minimum Standard Codes shall become effective until the local governing body has caused a copy of the adopted amendment to be filed with this Department. Accordingly, we request you submit a copy of your final adopting ordinance for our records.

If you have questions regarding this matter, please contact me at (404) 679-3106 or by email at Ted.Miltiades@dca.ga.gov.

Sincerely,

Ted Miltider

Ted Miltiades Director, Office of Construction Codes & Research

Attachment

# GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

# CODE AMENDMENT FORM

ITEM NO:	(DCA USE OI	NLY)	PAGE _	OF
CODE: 2012 I	FC Chapter 34	SEC	TION: 3403	- 3405
PROPONENT: $\int_{\Sigma}$	AWSON COUNty		date: <u>4-1</u>	12-2017
EMAIL: +SA	Herfield @dadus	·ONCOUNTY.	org	
	3 Memory LANG	. 1		30534
TELEPHONE NUM	BER: <u>POla 344-366</u> 0	, L	, FAX NUMBER:	706344-3669
ONE: Del	rise section to read as follows: ete section and substitute the followi ATERIAL-TO-BE-DELETED	<u> </u>	_ Add new section to r _ Delete without substi RLINE MATERIA	itution:
	Approve as amended (D	CA STAFF ONLY)	Disapprove	Withdrawn
2 SE SE	hapter 34 Tire 012 Internation ECTION 3402 A CTION 3405 Ac 20 Attach Appove	Hdd 3402 12 3405,8	2,2 DeFiniti OutDoors	ions (see Atlach) STORAGE
REASON/INTENT: WelfARe of FelAtes to IN DAWSON (	To provide for The residents o the improper S County.	the public FDAWSON Co torAse ANG	health, S. Junty speci- disposal	Atety And Fically As it of tires

FINANCIAL IMPACT OF PROPOSED AMENDMENT:

# ORDINANCE NO.

# AN ORDINANCE TO AMEND CHAPTED 34, 2012 INTERNATIONAL FIRE CODE, TO INCLUDE REGULATIONS FOR THE PROPER STORAGE METHODS OF ALL USED TIRES, SCRAP TIRES AND TIRE PIECES STORED WITHIN DAWSON COUNTY

WHEREAS, Dawson County has determined that tires are being improperly disposed of and storage throughout Dawson County; and

WHEREAS, tires provide habitats for rodents, insects, and other vermin and serve as excellent breeding grounds for mosquitoes that carry diseases and present a fire hazard; and

WHEREAS, the improper disposal of waste tires found throughout various areas of Dawson County is a major fiscal and waste management problem; and

WHEREAS, it is the intent and purpose of Dawson County to provide for the public health, safety and welfare of the residents of Dawson County specifically as it relates to the improper storage and disposal of tires in Dawson County; and

WHEREAS, Dawson County Commissioner have determined it is the best interest of the citizens of Dawson County to adopt this ordinance for the protection of the citizens and to establish standards for the proper storage and disposal of tires.

NOW THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COMMISSION OF DAWSON COUNTY, Chapter 34 2012 International Fire Code Section 3404, Section 3405, Section 3406, Section 3408, and Section 3409 Tire rebuilding and Tire storage, the State of Georgia minimum Standard Codes Adopted by the Board of Community Affairs and Dawson County with Georgia Amendments; with a new section to read as follows;

# SECTION2. APPROVED STORAGE METHODS.

<u>All used tires, scrap tire and tire pieces stored within Dawson</u> <u>County shall be kept in a manner which prevents their exposure</u> to and collection of the elements of nature. Tires must not be allowed to hold water, dirt, rubbish or other foreign materials. <u>Monitoring and control measures are to implemented as</u> <u>necessary to eliminate the presences of mosquito breeding and</u> <u>rodent harborage.</u>

- a. <u>Used tires, scrap tires and tire pieces shall be stored</u> separately.
- b. <u>Used tires, scrap tires and pieces stored outside shall be:</u>
  - (1) <u>Screened from public view:</u>
  - (2) <u>Properly stored:</u>

- (A) <u>On racks or neatly stacked not in excess of</u> <u>10 feet in height: or</u>
- (B) In a roll-off container front-load dumpster with top, or other metal storage container, including a trailer not exceeding 45 ft x 8 ft by 13 ft if covered and if the stacked tires do not exceed height of 13 feet and the container and contents are shielded from rainwater. No more than 2 containers may be stored at any one used tire facility location; and
- (3) <u>In compliance with all applicable fire codes</u> <u>adopted by Board of Community Affairs with</u> <u>Georgia Amendments, the State of Georgia, and</u> <u>Dawson County.</u>

**SECTION 3. Definitions** 

- (A) Code Compliance Officer shall mean the Building Official, Code Marshal, Fire Marshal or their designees.
- (B) Facility shall mean all businesses referred to herein as, Mobile Tire Repair Business. Tire, Business, and Tire Recycling Facility.
- (C) Mobile Tire Repair Business means a business that repairs tires at any temporary location, including but not limited to a roadway, alley, parking lot, or

161

residence. The term does not include a business that only changes out or replaces tires, but does not make any repairs to a tire.

- (D) Mobile Tire Repair Unit means any vehicle or trailer used in a mobile tire repair business.
- (E) Scrap tire means a whole tire or any portion of a tire that can no longer be used for its original intended purpose.
- (F) Used tire means a tire that remains a scrap tire until it is installed on a vehicle.
- (G) Scrap Tire Facility means any business or establishment where 100 or more scrap tires per year are collected, repaired, processed, recycled, scrapped, sold, bought or stored.
- (H) Tire Recycling Facility means a state-registered facility that processes, recycles, or conducts energy recovery with scrap tires.
- Tire means a continuous solid or pneumatic rubber covering encircling the wheel of a bicycle, motorcycle, automobile, truck, trailer, tractor or other vehicle.
- (J) Tire Business means any business or establishment where used tires are collected, repaired, processed, recycled, scrapped, sold, bought or stored.

# **SECTION 4. PENALTY**

Any person or entity violating any provision of this ordinance shall be guilty of infraction and upon conviction thereof shall be subject to a fine or penalty of not less than \$25.00 nor more than \$500.00. Jurisdiction to hear all cases related to alleged violation of this ordinance shall lie concurrently in Dawson County Magistrate Court and Dawson County Superior Court.

# **SECTION 5. SEVERABLITY**

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the ordinance not held to be invalid or the application of the resolution to other circumstances not held to be invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts not held invalid.

# SECTIONS 6. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances in conflict with the terms of this ordinance are hereby repealed, but it is hereby provided that any resolution or ordinance that may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof, which shall be liberally construed in favor of Dawson County, is hereby adopted as a part hereof.

Approved this	day of	2017.
		Т. <b>Г</b> .
ATTEST:	DAWSON COUNT	Y
	BOARD OF COMM	AISSIONERS
	By:	
County Clerk	Billy Thurmon	d Chairman
Vote:		
Yes:	Date of Public Hear	ring:
No:	Dates of Advertisin	ıg:

164

# Dawson County Tire Storage Ordinance



Deputy 165 f Tim Sattenneld Fire Marshal

- In 2017 Dawson County has seen a influx in outdoor tire storage.
- Tire storage causes an increased risk for fire in our community.
- Outdoor storage of tires allows for the accumulation of water, dirt, and other rubbish.
- Pooling water in tires give mosquitoes a place to breed and spread disease.
- Rubbish buildup in tires provides a place for rodents to breed.



• Tires being stored in a manner to allow pooling of water, and a eye sore for our community.



• Trash and other rubbish can build up in tires providing an ideal place for rodents to spread disease and cause health issues for our families.



• High piled tire storage next to a building will increase the fire load and decrease the safety for the occupants and the customer.



# These are a few issues noted within the county currently.





# New proposed amendments to the Dawson County Ordinance.

 All used tires, scrap tire, and tire pieces stored within Dawson County shall be kept in a manner which prevents their exposure to the collection of the elements of nature. Tires must not be allowed to hold water , dirt, rubbish, and or foreign materials.
 Monitoring and control measures are to be implemented as necessary to eliminate the presence of mosquito breeding and rodent harborage.

# **Approved Storage Methods**

- a) Used tires, scraps tires, and tire pieces shall be stored separately.
- b) Used tires, scrap tires, and pieces stored outside shall be:
  - (1) Screened from public view
  - (2) Properly stored
    - (A) Tires will be stored on racks or neatly stacked to not exceed 10 feet in height, or:
    - (B) In a roll-off front loading dumpster with a top or other metal storage container, including a trailer not exceeding 45 ft x 8 ft x 13ft if covered.
    - (C) The stacks of tires will not exceed a height of 13 feet and the container and contents will be shielded from rainwater.
    - (D) No more than 2 containers may be stored at any one used tire facility location.
    - (3) In compliance with all applicable fire codes adopted by Board of Community Affairs with Georgia Amendments, the State of Georgia, and Dawson County.

# You can visit us on our Facebook link!!



#### Backup material for agenda item:

5. Consideration of Dawson County Rotary Club request to contribute handicapped accessible playground equipment for the playground at Rock Creek Park



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: DCPR

Prepared By: Lisa Henson

Presenter: Lisa Henson

Work Session:05/11/17

Voting Session: 05/18/17

Public Hearing: Yes \_\_\_\_\_ NoX

Agenda Item Title: Rotary Club Playground Equipment

Background Information:

Like the current agreement with the Dawson Civitan Club, The Dawson Rotary Club would like to donate handicapped accessible playground equipment for RCP. Equipment placement will be determined by park officials. The equipment elements will be the same as those donated by the Civitan Club.

Current Information:

Formal	agreement	requested	in	order	to	proceed	with	the	acceptance	of	the	equipment	and	to
proceed	I with profes	sional equip	ome	ent inst	talla	ation.								

Budget Information: Applicable: \_\_\_\_\_Not Applicable: XBudgeted: Yes\_\_\_\_\_No\_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Recommend approval

Department Head Authorization: Lisa Henson

Finance Dept. Authorization: Vickie Neikirk

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

See attached letter of committment from the Dawson Rotary Club.

Date: 04/21/17

Date: <u>5-4-17</u>

Date:5/04/2017

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



April 21, 2017

Dawson County Park and Recreation Attn. Mrs. Lisa Henson 445 Martin Road Dawsonville, Georgia

Dear Park and Recreation,

The Rotary Club of Dawson County is honored to have an opportunity to assist in making the lives of Dawson County citizens with disabilities more enjoyable. With this as our focus, we have a desire to help make Rock Creek Park's playground a more inclusive playground. The Rotary Club of Dawson County requests a space within Rock Creek Park and if acceptable, a letter of confirmation reflecting the amount of space allowed. The Rotary Club of Dawson County has acquired a grant from Rotary District 6910 in addition to club fundraisers, so that we may be able to provide inclusive playground equipment.

Thank you so much for your consideration in this effort. The Rotary Club of Dawson County sincerely believes this will be a great addition to Rock Creek Park and will increase enjoyment for everyone within the park.

Sincerely,

Brooke Anderson Rotary Club of Dawson County

#### **IMPROVEMENT CONTRACT**

#### CONSTRUCTION OF PLAYGROUND EQUIPMENT

This contract is hereby made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between Dawson County, Georgia, hereinafter referenced as "Dawson County", and the Dawson County Rotary Club, Inc., hereinafter referenced as "Rotary Club".

In consideration of the covenants set forth herein, Dawson County and the Rotary Club agree as follows:

#### 1. Description of Work

The Rotary Club shall purchase or procure and install playground equipment on real property designated by Dawson County located at Rock Creek Park, which is owned by Dawson County. The Rotary Club shall provide and install all playground equipment, site preparation, any material needed for drainage, and any ground covering or landscaping for use of the playground equipment.

#### 2. Time of Commencement and Completion

The work shall begin on or about \_\_\_\_\_\_ and the work shall be substantially completed on or about \_\_\_\_\_\_; all work in accord with this agreement shall be completed on or before \_\_\_\_\_\_. Additional work may not be performed without prior written authorization of Dawson County. Authorization for any additional work shall be on a contract change order form showing the agreed terms and reasons for the changes and shall be approved by both parties in writing. Any change order forms shall be incorporated in, and become a part of, this contract.

#### 3. Payment of Fees

The Rotary Club shall be solely responsible for payment for the playground equipment and preparing the site for the playground equipment set forth herein in exchange for goodwill for the Rotary Club and installing the Rotary Club insignia on the premises at Rock Creek Park. The parties acknowledge receiving good and valuable consideration in exchange for the terms hereof. Dawson County agrees to waive all County construction/building permit fees for construction of the playground equipment.

#### 4. Warranty and Disclaimer

The Rotary Club warrants all work performed in accord with the terms hereof. The Rotary Club agrees to restore the real property to the original condition if the Rotary Club terminates this contract, abandons the project, or otherwise defaults. The Rotary Club shall comply with all local and state codes and other applicable law when performing work in accord with the terms hereof.
#### 5. Indemnification/Limitation of Liability

The Rotary Club agrees to protect, defend, indemnify and hold harmless Dawson County and all agents and employees of Dawson County from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment caused by the Rotary Club or any contractor/sub-contractor of the Rotary Club. The Rotary Club shall insure that any contractor or sub-contractor of the Rotary Club performing services in accord with the terms of this agreement maintains workers' compensation and comprehensive general liability insurance to protect the County from any claim for damages or bodily injury that may arise from acts or omissions of the Rotary Club or the contractor/sub-contractor under this agreement.

#### 6. Dawson County's Responsibilities

Dawson County shall be responsible for the location of the playground equipment upon real property within Rock Creek Park. Dawson County shall approve all design plans, diagrams, equipment, work schedules and task orders related to the playground equipment before issuing a notice to proceed to the Rotary Club. Dawson County shall provide access to the playground equipment site for the Rotary Club. The parties acknowledge, consent, and agree that Dawson County performs a governmental function, as opposed to a proprietary function, by entering into this agreement to provide playground equipment for recreational purposes.

#### 7. Multi-year Agreement

This agreement shall terminate absolutely and without further obligation on the part of Dawson County at the close of the calendar year in which this agreement is executed and at the close of each succeeding calendar year for which the agreement may be renewed. This agreement shall automatically renew, unless positive action is taken by Dawson County to terminate this agreement, which shall be providing thirty (30) days written notice of intent not to renew. The total obligation of Dawson County for 2017 consists of staff time to review design plans, diagrams, equipment, work schedules and task orders related to the playground equipment. The total obligation that will be incurred in each calendar year renewal term shall be the same as 2017 plus annual maintenance. Title to any supplies, materials, equipment, or other personal property shall remain in the Rotary Club or the subcontractor of the Rotary Club, unless fully paid for by Dawson County. This agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy any obligation of Dawson County under the terms hereof.

#### 8. Care and Repair of Premises

The Rotary Club shall commit no act of waste and shall take good care of the premises and shall be solely responsible for payment for repairs to the playground equipment and other items referenced within the work to be performed in Paragraph 1 of this contract.

#### 9. Notices

Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

Dawson Count:

Rotary Club:

Dawson Co. Board of Commissioners ATTN: Purchasing Director 25 Justice Way, Suite 2223 Dawsonville, GA 30534

Rotary Club Representative

Dawsonville, GA 30534

## **10. Entire Agreement**

This agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes any prior written or oral agreement between the parties.

## 11. Amendment

This agreement may be modified or amended only if the modification or amendment is made in writing and executed by both parties.

#### **12. Severability**

If any provision of this agreement shall be held invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable.

#### 13. Non-waiver

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

# 14. Governing Law

This contract shall be governed by and construed in accordance with the laws of the state of Georgia.

DAWSON COUNTY By: ATTEST:

Billy Thurmond, Chairman

Danielle Yarbrough, County Clerk

ROTARY CLUB OF DAWSON COUNTY By:

\_\_\_\_\_

ATTEST:

Name, Title

Name, Title

# Backup material for agenda item:

6. Consideration of FY2017 Legacy Link Addendum #2



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center

Prepared By: Dawn Pruett

Presenter: Dawn Pruett

Work Session: 5-11-2017

Voting Session: 5-18-2017

Public Hearing: Yes <u>NoX</u>

Agenda Item Title: Request to approve 2017 Legacy Link Contract Amendment #2

Background Information:

Legacy Link receives an increase or decrease in funding during the contract year that changes original contract amounts.

Current Information:

Amendment #2 makes the following changes: The federal compensation will decrease by \$72 and our local match will increase by \$72.

Budget Information: Applicable: Not Applicable: Budgeted: YesXNo\_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	5520					

Recommendation/Motion: Approve FY18 application and sign contract documents when received.

Department Head Authorization: Dawn Pruett

Finance Dept. Authorization: Vickie Neikirk

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

Amendment #1 approved 12-15-2016.

185

Date: <u>4-18-2017</u>

Date: <u>5-4-17</u>

Date:5/04/2017

Date:





March 23, 2017

Mr. Mike Berg, Chairman Dawson County Board of Commissioners 25 Justice Way Suite 2313 Dawsonville, GA 30534

Dear Mr. Berg:

Enclosed are two (2) original copies of the FY-2017 Addendum #2 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2016 - June 30, 2017.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Mrs. Pat V. Freeman, Chief Executive Officer of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at <u>lgearls@legacylink.org</u>.

Sincerely,

inda Karts Clark

Linda Earls Clark AIMS Financial Specialist

Cc: Contract File

Enclosure

#### ADDENDUM NO. 2 TO AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION FOR THE PROVISION OF Nutrition program and entered into on the first day Of July, 2016.

Said agreement is amended to read as follows.

#### 5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement Shall not exceed Fifty Six Thousand Seven Hundred Twenty One Dollars (\$56,721.00).

#### 6. Non-Federal Funds.

(b) The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Two Hundred Forty Thousand Nine Hundred Eighty Six Dollars (\$240,986.00).

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By:\_ Executive Director

Subscribed and sworn to in our presence:

Notary Public

CONTRACTOR: DAWSON COUNTY COMMISSION

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

Subscribed and sworn to in our presence:

Notary Public

# Backup material for agenda item:

7. Consideration of FY2018 Legacy Link Contract



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Prepared By: Dawn Pruett

Presenter: Dawn Pruett

Work Session: <u>5-11-2017</u>

Voting Session: 5-18-2017

Public Hearing: Yes \_\_\_\_\_ NoX

Agenda Item Title: Approval of FY18 Legacy Link Contract

Background Information:

Contract allows for county to receive Federal/State funds for meals served to senior clients and for daily management expenses at the center.

Current Information:

FY18 Contract: Federal/State Funds - \$99,032; County Match - \$307,295.

FY17 Contract: Federal/State Funds - \$85,901; County Match - \$240,348.

Budget Information: Applicable: X\_Not Applicable: \_\_\_\_\_Budgeted: Yes X\_No\_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion:

Department Head Authorization: Dawn Pruett	Date: <u>5-3-2017</u>
Finance Dept. Authorization: Vickie Neikirk	Date: <u>5-4-17</u>
County Manager Authorization: David Headley	Date:5/4/2017
County Attorney Authorization:	Date:

Comments/Attachments:

Increase in 2017 due to cost of meals, cost of management of meals, and increase in number meals expected to serve based on current trends.





April 25, 2017

Mr. Mike Berg, Chairman Dawson County Board of Commissioners 25 Justice Way, Suite 2313 Dawsonville, GA 30534

Dear Mr. Berg:

Enclosed are two (2) original copies of the Nutrition Program Services Contract for FY-2018 between The Legacy link, Inc. and the Dawson County Commission. This Contract is for the period of July 1, 2017 – June 30, 2018. Attached to each contract is a copy of the FY-18 EVerify Affidavit.

After the contracts have been reviewed and approved, **please sign and notarize both copies and return both copies to The Legacy Link, Inc.**, Mrs. Pat V. Freeman, Chief Executive Officer of The Legacy Link, Inc., will also sign them. A fully executed copy will then be returned to your office. **Please also complete and return the EVerify Affidavit.** 

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or email me at <u>lgearls@legacylink.org</u>. We are pleased to continue working with the Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

finda Lab Clark

Linda Earls Clark Financial Specialist

Enclosure

4080 Mundy Mill Road • P.O 191 80 • Oakwood, Georgia 30566 770-538-2650 • Fax 770-538-2660

#### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with The Legacy Link. Inc. on behalf of Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Dawson County Commission Name of Subcontractor

#### Nutrition Program

Name of Project

Georgia Department of Human Services Name of Public Employer I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_(city), \_\_\_\_\_(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AN	D SWORN BEFORE M	1E
ON THIS THE	DAY OF	,201

NOTARY PUBLIC My Commission Expires:

Parties:	The Legacy Link, Inc. P.O. Box 1480 4080 Mundy Mill Road Oakwood, Georgia 30566 Phone No: 770-538-2650
	Dawson County Commission 25 Justice Way, Suite 2313 Dawsonville, Georgia 30534 Phone No: 706-344-3501
Subject:	Nutrition Program
Term:	July 1, 2017 to June 30, 2018

#### AGREEMENT

THIS AGREEMENT entered into this First day of July, 2017 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

#### WITNESSETH:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Resources of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Transportation services to the elderly; and

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening and Transportation services in Dawson County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

 <u>Term.</u> The term of this Agreement shall be from July 1, 2017 to 12:00 Midnight, Eastern Daylight Time, June 30, 2018.

2. Description of Services. The Contractor shall, in a

1

satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income minority and rural elderly.

(a) Operation of one (1) nutrition program site to be locatedin Dawson County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 7,500 units of congregate nutrition services to 75 elderly persons, 25,600 units of home-delivered nutrition services to 151 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2017 to June 30, 2018. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 8,500 units of Transportation services to 40 persons.

3. <u>Supervision and Administration</u>. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the abovementioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2017 to June 30, 2018.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2017.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2017.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

#### 5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Resources to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2017, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Fifty Five Thousand Three Hundred Thirty Five Dollars (\$55,335.00).

(c) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this Agreement shall not exceed Eleven Thousand One Hundred Fourteen Dollars (\$11,114.00).

(d) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Six Thousand Seven Hundred Ninety One Dollars (\$6,791.00) and federal and state funds for home-delivered

meals in the amount of Twenty Five Thousand Seven Hundred Ninety Two Dollars (\$25,792.00).

#### 6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Three Thousand Nine Hundred Sixty One Dollars (\$3,961.00) will be available for nutrition site operations, and One Thousand Three Hundred Twenty Eight Dollars (\$1,328.00) for Transportation services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 7,500 congregate and 25,600 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twenty One Thousand Three Hundred Thirty Four Dollars (\$21,334.00) for congregate meals and Seventy One Thousand Two Hundred Thirty Two Dollars (\$71,232.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Three Hundred Seven Thousand Two Hundred Ninety Five Dollars (\$307,295.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. <u>Unexpended Funds.</u> Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. <u>Right to Withhold Payment.</u> The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. <u>Collection of Audit Exceptions.</u> The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July1, 2017 to June 30, 2018.

(b) Agreement between the Legacy and the Georgia Department of Human Resources to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) <u>Official Code of Georgia Annotated</u> Sections 45-10-20 through
45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

- (g) 45 CFR Part 92;
- (h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and RequirementsRelated to lobbying);

(1) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. <u>Purchasing.</u> All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. <u>Maintenance of Records.</u> The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered

by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. <u>Property.</u> A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Resources Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Resources shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Resources will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

#### 15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. <u>Workers' Compensation Insurance.</u> The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the

existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required date from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Resources, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. <u>Confidentiality of Individual Information</u>. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Resources respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against

any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. <u>Publicity.</u> Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Resources as a sponsoring agency without prior approval. The Contractor shall not display the Georgia Department of Human Resources in any manner without prior written authorization of the Commissioner.

21. <u>Evaluation</u>. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. <u>Consultant/Study Contract.</u> The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Resources. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Resources.

23. <u>Subcontracts</u>. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into

and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. <u>Status of Parties as Independent Contractors</u>. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. <u>Indemnification</u>. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. <u>Waiver of Immunity.</u> For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the

provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. <u>Debarment</u>. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex <u>I</u> that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. <u>Termination</u>. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. <u>Termination Due to Non-Availability of Funds.</u> Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. <u>Execution in Duplicates.</u> This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

\*\*\*\*\*\*\* space left blank intentionally\*\*\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By:\_\_\_\_\_ Chief Executive Officer

Subscribed and sworn to in our presence:

Notary Public

CONTRACTOR: DAWSON COUNTY COMMISSION

By:\_\_\_\_

Chairman

Subscribed and sworn to in our presence:

Notary Public

# Backup material for agenda item:

8. Consideration of Proposed Revised Travel Policy



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Prepared By: Vickie Neikirk

Presenter: V. Neikirk

WorkSession:5/11/2017

Voting Session: 5/18/2017

Public Hearing: Yes \_\_\_\_\_ No \_\_\_\_\_

Agenda Item Title: Travel Policy Revision

Background Information:

Current Travel Policy for employee travel was last updated in 2005. Current per diem is \$25 per day.

Current Information:

Revised travel policy reimbursement per diem rates are based on the US General Services Administration (GSA) policy. Employee travel for training and conferences is budgeted by department and an Increase in the reimbursement rate will increase budget requirements. GSA states that current rate is \$51 per day, except if traveling to four areas of Georgia. For travel to those areas, the rates are higher (\$59-\$69 per day).

Budget Information: Applicable: <u>x</u> Not Applicable: <u>Budgeted</u>: Yes No \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept and approve the changes in the Employee Travel Policy

Department Head Authorization:	Date:
Finance Dept. Authorization: Vickie Neikirk	Date: <u>5/01/2017</u>
County Manager Authorization: Dave Headley	Date: <u>5/03/2017</u>
County Attorney Authorization:	Date:
Comments/Attachments:	
1. Current policy	

- 2. Current GSA Rates
- 3. Proposed updated policy

## DAWSON COUNTY, GEORGIA TRAVEL REGULATIONS Adopted December 4, 2003 by Board of Commissioners Revised October 6, 2005

# **INTRODUCTION**

These travel regulations are designed to assist Dawson County officials and employees (hereinafter called "employees") who are required to travel away from their official headquarters during performing their official duties, and aid the Finance Department in the payment of travel expenses. Each employee required to travel is entitled to reimbursement for reasonable, necessary and allowable expenses incurred. A county employee on travel status, if accompanied by someone who is not a county employee on travel status, will not be entitled to reimbursement for any expenses incurred for that These regulations are intended to indicate what constitutes reasonable and person. necessary expenses and to provide uniformity among the various departments of county government. These regulations are designed to encompass major areas pertaining to travel while allowing the department flexibility to deal with unusual travel circumstances that are not addressed herein by requesting specific authorization for deviations from the The flexibility of this system depends on the integrity of the County Manager. employees to return all unused funds.

## STATEMENT OF PURPOSE

It is the county's purpose to allow travel arrangements on a limited basis provided: (a) travel appropriations are available, (b) travel is duly authorized and (c) travel is within the scope of the employee's employment and the discharge of his (her) official duties. Employees are expected to show good judgment and a proper regard for economy in incurring travel expenses. Required records must be kept of expenditures at the time incurred, submitted on the appropriate expense report and completed in strict accordance with these regulations.

# TRAVEL AUTHORIZATION

Employees required to travel in the performance of official duties and entitled to reimbursement for expenses incurred must receive prior authorization from their department director or elected official. Blanket authorization for routine travel may be granted. A list of signatures of approving officials should be made available to Finance Department personnel responsible for issuing reimbursement travel checks. The Purchase Order may be used to authorize the travel, defining the purpose of the trip, documenting the conference or event, length of conference, type of travel, training or education. Specify if the training is part of a certification process.

The department director or elected official must specifically authorize all out-of-state travel in writing reflecting estimated cost, the destination, and mode of transportation and general purpose of the travel. The County Manager shall approve all Out-of-state travel prior to registration and prior to submittal to the Finance Department. File the request with the Finance Department at least ten days prior to the trip. The aforementioned

requirement for prior authorization of out-of-state travel pertains to ordinary anticipated travel such as workshops, conferences or seminars. Some travel, such as police investigations or prisoner transfers, by its very nature precludes a ten-day lead-time. This unforeseeable travel will be exempt from the prior authorization requirement; but the department director or elected official will be responsible for making certain that funds are available for these travel expenditures. The Finance Department will expedite these special requests as possible. Note that in no case will per diem rates be approved that exceed the Federal limits on per diem for meals by location.

#### **SUBSISTENCE**

Reimbursement claims for subsistence (meals and lodging) are to be reported on an "Employee Travel Expense Statement" (Example Form) by date, location and amount for each meal and lodging claimed. The purpose for the travel must be noted as well. An individual taking annual leave while away from headquarters on official business is not entitled to subsistence for the period of leave.

**MEALS** Per Diem allotments will be made for meals, including taxes and tips, within the limitations of the following table. The allotment will be \$25 per day.

BREAKFAST	LUNCH	DINNER	TOTAL
\$5.00	\$7.00	\$13.00	\$25.00

Employees are entitled to reimbursement for breakfast expenses if they depart before 6:30 a.m., and for dinner expenses if they return later than 7:30 p.m. This entitlement is based on the premise that early departure and late return times as provided above are out of necessity and not at the discretion or convenience of the employee. Also, when attending classes during the day during normal business hours, lunch is on-your-own and not reimbursable. *Meal receipts are not mandatory with per diem rates.* Note, however, three exceptions:

- 1. The Sheriff Department employees are required to remit meal receipts for reimbursement from training classes, especially if grant funded. If attending "Basic Mandate Class", meal reimbursement is limited to \$18 per day. If certified officer or EMT at Forsyth, Georgia training allowances will be adhered to. See the separate travel regulations for the Sheriff Department for more specific details;
- 2. Employees are encouraged to travel on a reimbursement basis. However, upon occasion an employee may need to request an advance for travel purposes. In this event, you must submit a purchase order authorized by the Department Director for the advance with travel information. Then submit a travel reimbursement form with receipts to cover the meal cost and clear the advance within thirty (30) days of the travel date.
- 3. Any request for meals that exceeds the per diem will not be considered without receipts and justification. Therefore, it is recommended that you keep receipts even though this is not mandatory. In no case will the meal allowance exceed the Federal limits on per diem meals by location.

As with all county expenditures, meal reimbursements are subject to verification and compliance with county financial policies, and are subject to approval by the Department Director and/or Administration. All county expenditures and accounting are subject to the open records act.

# **LODGING**

Reimbursement may be made for actual lodging expenses based on reasonable rates for travel at least fifty miles from Dawsonville and with Department Director approval. **Receipts must document all lodging claims**. Travelers should always make every effort to obtain suitable accommodations at the most economical rates available. It is expected that reservations will be made in advance whenever practical, that minimum rate accommodations available will be utilized, that "deluxe" hotels and motels will be avoided and that government rates will be obtained whenever possible. Many hotels and motels grant government rates to government employees upon request. Charges exceeding reasonable rates must be explained on the Employee Travel Expense Statement and approved by the Finance Department. More costly lodging may be justified to some extent if an employee stays at an expensive accommodation where a meeting is held in order to avoid excessive transportation cost between a lower cost motel and the location of the meeting.

**<u>Preferred</u>**: Submit a purchase order to Accounts Payable to prepay the hotel fee at least **10 days in advance of the travel** if at all possible. Accounts Payable will forward taxexempt forms with the check to the hotel. This will aid you during the check in process. The purchase order for registration fees must document the purpose for the trip; provide the name of the convention or class/event, as well as the dates for the conference. Attach a copy of the trip brochure or announcement to the purchase order.

# **TRANSPORTATION**

**<u>1. VEHICLES</u>** First priority for travel within the state should be given to use of county owned vehicles, if available. Otherwise, travelers may choose between using a personal vehicle or common carrier. Departments should approve transportation based on the most economical mode, consistent with the purpose of the travel.

Effective October 1, 2005, the reimbursement for transportation expenses incurred by use of personally owned vehicles would be at the rate of \$.42 cents per mile. The initial point of departure shall be the individual's residence or headquarters, whichever is nearer the destination point. When possible, employees should attempt to travel together to the same destination in one vehicle. Additionally, if at all possible and available, a County vehicle should be used for the trip.

Actual odometer readings will be reported; however, personal mileage will be excluded in determining the mileage for which reimbursement will be made. Claims exceeding mileage computed by the most direct route from the point of departure to destination (due to field visits, picking up passengers, etc.) must be explained on the Employee Travel Expense Statement.

The authorized mileage rate is intended to cover the normal expenses incurred in the operation of a personal vehicle. In addition, parking and toll expenses will be paid for official travel in personal or county vehicles. A receipt should be provided when possible; if not, a written explanation should be included on the expense statement. The use of commercially leased vehicles will be left to the discretion of department personnel responsible for authorizing travel subject to each department's budget availability. (**Prior** County Manager **approval** will be required as well). Employees will be reimbursed for cost associated with the official use of such vehicles. Employees sharing a ride with another county employee using either a personal or county vehicle, and not claiming reimbursement for mileage, should indicate in the automobile mileage record section of the expense statement the name of the person they rode with and the date and purpose of the trip.

# 2. COMMON CARRIER

Transportation by common carrier will be scheduled plane, bus or rail. Reimbursement will be made upon presentation of a ticket stub, receipt or other documentary evidence of expenditure. Officials or employees traveling by commercial air carrier will not be reimbursed for that portion of first class air fare that exceeds the amount of the lowest fare (tourist, etc.) for the flight on which such official or employee is traveling, unless space is not otherwise available.

# 3. SHUTTLE/TAXI SERVICE

Taxi service [when a more economical means is not available] will be reimbursed between the individual's departure point and the common carrier's departure point; between the common carrier's arrival point and the individual's lodging or meeting place; and between the lodging and meeting places if at different locations. It is expected that shuttle service will be utilized when available. Receipts, although preferred, are not mandatory for such items of transportation; however, a point-to-point explanation should be required for each such item reimbursed.

# MISCELLANEOUS EXPENSES

Registration fees required for participation in workshops, seminars or conferences that an employee is directed and/or authorized to attend will be allowed when supported by a paid receipt or a copy of the check showing payment. Any part of a registration fee applicable to meals will be reported as meal expense and not as a registration fee if the cost can be separately identified.

Expenses for official telephone and telegraph messages that must be paid for by the traveler are allowed. Reimbursement claims will indicate the location from which made, the person contacted and justification for communication. Postage expense incurred relative to travel will be allowed. Claims for laundry, valet service, theater, entertainment and alcoholic beverages will not be reimbursed.

## **REIMBURSEMENT PROCEDURES**

A diligent effort should be made by department directors and persons responsible for approving claims for travel reimbursement and advances to see that expense statements submitted are reasonable, prompt, accurate and cover only expenses actually incurred by an employee traveling in the interest of the county. When claims for reimbursement exceed established limits, a written explanation should be made on the statement explaining these higher amounts. These claims should be closely reviewed and department directors should adjust downward any excessive expenditure before approval and remittance to the Finance Department.

- 1. **FREQUENCY** Employees should submit travel expense statements for reimbursement, or to clear an advance, within one week after returning from the trip.
- 2. <u>**TRAVEL EXPENSE STATEMENT**</u> Henceforth, employees requesting reimbursement (or clearing an advance) for travel expenses must submit claims on the standard "Employee Travel Expense Statement" form. (See Example Form). Attach receipts as applicable.
- 3. <u>STATEMENT OF PROPRIETY</u> Each County employee on travel status should consider seriously the wording of the statement to be signed in submitting a claim for reimbursement. The statement reads as follows:

"I do solemnly swear under criminal penalty of a felony for false statements subject to punishment by fine of not more than \$1,000 or by imprisonment for not less than one nor more than five years, that the above statements are true and have incurred the described expenses and the county use mileage in the discharge of my official duties for the county." (Georgia Code Section 26-2408 [rev. 7-1/70]

Attest County Clerk

Chairman

BOC Date: \_\_\_\_\_

# DAWSON COUNTY, GEORGIA TRAVEL REGULATIONS Adopted December 4, 2003 by Board of Commissioners Revised May 18, 2017

### **INTRODUCTION**

These travel regulations are designed to assist Dawson County officials and employees (hereinafter called "employees") who are required to travel away from their official headquarters during performing their official duties, and aid the Finance Department in the payment of travel expenses. Each employee required to travel is entitled to reimbursement for reasonable, necessary and allowable expenses incurred. A county employee on travel status, if accompanied by someone who is not a county employee on travel status, will not be entitled to reimbursement for any expenses incurred for that person. These regulations are intended to indicate what constitutes reasonable and necessary expenses and to provide uniformity among the various departments of county government. These regulations are designed to encompass major areas pertaining to travel while allowing the department flexibility to deal with unusual travel circumstances that are not addressed herein by requesting specific authorization for deviations from the County Manager. The flexibility of this system depends on the integrity of the employees to return all unused funds.

#### STATEMENT OF PURPOSE

It is the county's purpose to allow travel arrangements on a limited basis provided: (a) travel appropriations are available, (b) travel is duly authorized and (c) travel is within the scope of the employee's employment and the discharge of his (her) official duties. Employees are expected to show good judgment and a proper regard for economy in incurring travel expenses. Required records must be kept of expenditures at the time incurred, submitted on the appropriate expense report and completed in strict accordance with these regulations.

#### TRAVEL AUTHORIZATION

Employees required to travel in the performance of official duties and entitled to reimbursement for expenses incurred must receive prior authorization from their department director or elected official. Blanket authorization for routine travel may be granted. A list of signatures of approving officials should be made available to Finance Department personnel responsible for issuing reimbursement travel checks. The Purchase Order may be used to authorize the travel, defining the purpose of the trip, documenting the conference or event, length of conference, type of travel, training or education. Specify if the training is part of a certification process.

The department director or elected official must specifically authorize all out-of-state travel in writing reflecting estimated cost, the destination, and mode of transportation and general purpose of the travel. The County Manager shall approve all Out-of-state travel prior to registration and prior to submittal to the Finance Department. File the request with the Finance Department at least ten days prior to the trip. The aforementioned
requirement for prior authorization of out-of-state travel pertains to ordinary anticipated travel such as workshops, conferences or seminars. Some travel, such as police investigations or prisoner transfers, by its very nature precludes a ten-day lead-time. This unforeseeable travel will be exempt from the prior authorization requirement; but the department director or elected official will be responsible for making certain that funds are available for these travel expenditures. The Finance Department will expedite these special requests as possible. Note that in no case will per diem rates be approved that exceed the Federal limits on per diem for meals by location.

#### **SUBSISTENCE**

Reimbursement claims for subsistence (meals and lodging) are to be reported on an "Employee Travel Expense Statement" (Example Form) by date, location and amount for each meal and lodging claimed. The purpose for the travel must be noted as well. An individual taking annual leave while away from headquarters on official business is not entitled to subsistence for the period of leave.

<u>MEALS:</u> Maximum allotments will be made for meals, including taxes and tips, within the limitations of the following table. These rates reflect the current U.S. General Services Administration (GSA) rates The current standard allotment will be \$51\_per day. However, if a destination is a higher cost area, the Meals and Incidental Expense (M & IE) rate will be reimbursed according to the rate in effect. Traveler will need to see the per diem rates at <u>www.gsa.gov/portal/category/100120</u> in order to know the correct rate for reimbursement. Rates will be adjusted annually, or as the GSA changes their rates.

BREAKFAST	LUNCH	DINNER	TOTAL
\$8.00	\$15.00	\$28.00	\$51.00

Employees are entitled to reimbursement for breakfast expenses if they depart before 6:30 a.m., and for dinner expenses if they return later than 7:30 p.m. This entitlement is based on the premise that early departure and late return times as provided above are out of necessity and not at the discretion or convenience of the employee. Also, when attending classes during the day during normal business hours, lunch is on-your-own and not reimbursable. *Meal receipts are required even with per diem rates.* The per diem is a maximum amount allowed unless authorization is given. Note, however, three exceptions:

- 1. The Sheriff Department employees are required to remit meal receipts for reimbursement from training classes, especially if grant funded. If attending "Basic Mandate Class", meal reimbursement is limited to \$25 per day. If certified officer or EMT at Forsyth, Georgia training allowances will be adhered to. See the separate travel regulations for the Sheriff Department for more specific details;
- 2. Employees are encouraged to travel on a reimbursement basis. However, upon occasion an employee may need to request an advance for travel purposes. In this event, you must submit a purchase order authorized by the Department Director for the advance with travel information. Then submit a travel reimbursement

form with receipts to cover the meal cost and clear the advance within thirty (30) days of the travel date.

3. Any request for meals that exceeds the per diem will not be considered without receipts and justification. In no case will the meal allowance exceed the Federal limits on per diem meals by location.

As with all county expenditures, meal reimbursements are subject to verification and compliance with county financial policies, and are subject to approval by the Department Director and/or Administration. All county expenditures and accounting are subject to the open records act.

### **LODGING**

Reimbursement may be made for actual lodging expenses based on reasonable rates for travel at least fifty miles from Dawsonville and with Department Director approval. **Receipts must document all lodging claims**. Travelers should always make every effort to obtain suitable accommodations at the most economical rates available. It is expected that reservations will be made in advance whenever practical, that minimum rate accommodations available will be utilized, that "deluxe" hotels and motels will be avoided and that government rates will be obtained whenever possible. Many hotels and motels grant government rates to government employees upon request. Charges exceeding reasonable rates must be explained on the Employee Travel Expense Statement and approved by the Finance Department. More costly lodging may be justified to some extent if an employee stays at an expensive accommodation where a meeting is held in order to avoid excessive transportation cost between a lower cost motel and the location of the meeting.

**<u>Preferred</u>**: Submit a purchase order to Accounts Payable to prepay the hotel fee at least **10 days in advance of the travel** if at all possible. Accounts Payable will forward taxexempt forms with the check to the hotel. This will aid you during the check in process. The purchase order for registration fees must document the purpose for the trip; provide the name of the convention or class/event, as well as the dates for the conference. Attach a copy of the trip brochure or announcement to the purchase order.

### **TRANSPORTATION**

**<u>1. VEHICLES</u>** First priority for travel within the state should be given to use of county owned vehicles, if available. Otherwise, travelers may choose between using a personal vehicle or common carrier. Departments should approve transportation based on the most economical mode, consistent with the purpose of the travel.

Mileage reimbursement for use of personal vehicle will be made at the rate in effect according to the IRS. Effective January 1, 2017, the reimbursement for transportation expenses incurred by use of personally owned vehicles would be at the rate of \$.535 cents per mile. The initial point of departure shall be the individual's residence or headquarters, whichever is nearer the destination point. When possible, employees should attempt to travel together to the same destination in one vehicle. Additionally, if at all possible and available, a County vehicle should be used for the trip.

Actual odometer readings will be reported; however, personal mileage will be excluded in determining the mileage for which reimbursement will be made. Claims exceeding mileage computed by the most direct route from the point of departure to destination (due to field visits, picking up passengers, etc.) must be explained on the Employee Travel Expense Statement.

The authorized mileage rate is intended to cover the normal expenses incurred in the operation of a personal vehicle. In addition, parking and toll expenses will be paid for official travel in personal or county vehicles. A receipt should be provided when possible; if not, a written explanation should be included on the expense statement. The use of commercially leased vehicles will be left to the discretion of department personnel responsible for authorizing travel subject to each department's budget availability. (**Prior** County Manager **approval** will be required as well). Employees will be reimbursed for cost associated with the official use of such vehicles. Employees sharing a ride with another county employee using either a personal or county vehicle, and not claiming reimbursement for mileage, should indicate in the automobile mileage record section of the expense statement the name of the person they rode with and the date and purpose of the trip.

### 2. COMMON CARRIER

Transportation by common carrier will be scheduled plane, bus or rail. Reimbursement will be made upon presentation of a ticket stub, receipt or other documentary evidence of expenditure. Officials or employees traveling by commercial air carrier will not be reimbursed for that portion of first class air fare that exceeds the amount of the lowest fare (tourist, etc.) for the flight on which such official or employee is traveling, unless space is not otherwise available.

### 3. SHUTTLE/TAXI SERVICE

Taxi service [when a more economical means is not available] will be reimbursed between the individual's departure point and the common carrier's departure point; between the common carrier's arrival point and the individual's lodging or meeting place; and between the lodging and meeting places if at different locations. It is expected that shuttle service will be utilized when available. Receipts, although preferred, are not mandatory for such items of transportation; however, a point-to-point explanation should be required for each such item reimbursed.

### MISCELLANEOUS EXPENSES

Registration fees required for participation in workshops, seminars or conferences that an employee is directed and/or authorized to attend will be allowed when supported by a paid receipt or a copy of the check showing payment. Any part of a registration fee applicable to meals will be reported as meal expense and not as a registration fee if the cost can be separately identified.

Expenses for official telephone and telegraph messages that must be paid for by the traveler are allowed. Reimbursement claims will indicate the location from which made, the person contacted and justification for communication. Postage expense incurred relative to travel will be allowed. Claims for laundry, valet service, theater, entertainment and alcoholic beverages will not be reimbursed.

#### **REIMBURSEMENT PROCEDURES**

A diligent effort should be made by department directors and persons responsible for approving claims for travel reimbursement and advances to see that expense statements submitted are reasonable, prompt, accurate and cover only expenses actually incurred by an employee traveling in the interest of the county. When claims for reimbursement exceed established limits, a written explanation should be made on the statement explaining these higher amounts. These claims should be closely reviewed and department directors should adjust downward any excessive expenditure before approval and remittance to the Finance Department.

- 1. **FREQUENCY** Employees should submit travel expense statements for reimbursement, or to clear an advance, within one week after returning from the trip.
- 2. <u>**TRAVEL EXPENSE STATEMENT</u>** Henceforth, employees requesting reimbursement (or clearing an advance) for travel expenses must submit claims on the standard "Employee Travel Expense Statement" form. (See Example Form). Attach receipts as applicable.</u>
- 3. **<u>STATEMENT OF PROPRIETY</u>** Each County employee on travel status should consider seriously the wording of the statement to be signed in submitting a claim for reimbursement. The statement reads as follows:

"I do solemnly swear under criminal penalty of a felony for false statements subject to punishment by fine of not more than \$1,000 or by imprisonment for not less than one nor more than five years, that the above statements are true and have incurred the described expenses and the county use mileage in the discharge of my official duties for the county." (Georgia Code Section 26-2408 [rev. 7-1/70]

Attest County Clerk

01	•	
( 'h	airman	
CII	ummun	

BOC Date: \_\_\_\_\_

GSA U.S. General Services Administration

### FY 2017 Per Diem Rates for Georgia

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

October 2016 - September 2017 within Georgia. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

					1									
Primary Destination (1, 2)	County (3, 4)	2016 Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
Standard Rate	Applies for all locations without specified rates	\$91	\$91	\$91	\$91	\$91	\$91	\$91	\$91	\$91	591	\$91	\$91	\$53
Athens	Clarke	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$59
Atlanta	Fulton / Dekalb / Cobb	\$140	\$140	\$140	\$148	\$148	\$148	\$148	\$140	\$140	\$140	\$140	\$140	\$69
Augusta	Richmond	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$59
Jekyll Island / Brunswick	Glynn	\$125	\$125	\$125	\$125	\$125	\$151	\$151	\$151	\$151	\$151	\$125	\$125	\$64
Savannah	Chatham	\$115	\$115	\$115	\$115	\$115	\$132	\$132	\$115	\$115	\$115	\$115	\$115	\$59

#### Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."

3. Per diem localities with county definitions shall include" all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."

221

4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.

5. Meals and incidental Expenses, see Breakdown of M&IE Expenses for important information on first and last days of travel.

5/1/2017

### Backup material for agenda item:

9. Consideration of 2016 Budget Amendments



### DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Prepared By: Natalie Johnson

Presenter: Vickie Neikirk, CFO

Work Session: 05/11/2017

Voting Session: 05/18/2017

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: FY 2016 Budget Amendment Resolution

Background Information:

Georgia Code requires Board approval of budget amendments to the original budget should there be an increase in appropriation at the department level (which is the legal level of control). The budget is amended throughout the year as outlined in the annual budget resolution.

#### Current Information:

The majority of the \$869,006 budget amendment is related to reimbursement received for the 2015 winter storm clean up (\$652,994). Approximately \$36,000 was related to the 2016 compensation increase approved after the 2016 budget was approved. \$48,364 was for Risk Management's Special One-time Return for Safety. The remainder was mostly attributed to donations received in 2016 as well as carryover of donations from the prior year.

Budget Information: Applicable: X Not Applicable: Budgeted: Yes No X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
See attached						

Recommendation/Motion: <u>Motion to approve FY 2016 Budget amendments as presented and to approve the FY 2016 Budget Amendment Resolution</u>

Department Head Authorization: Vickie Neikirk

Finance Dept. Authorization: Natalie Johnson

County Manager Authorization: David Headley

County Attorney Authorization:

Comments/Attachments:

FY 2016 Budget Resolution and presentation

Date: <u>5/2/2017</u>

Date: 5/2/2017

Date: 5/03/2017

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

223

### DAWSON COUNTY, GEORGIA 2016 BUDGET AMENDMENT RESOLUTION

### A RESOLUTION APPROVING BUDGET AMENDMENTS TO INCOME AND EXPENDITURES FOR FISCAL YEAR 2016 FOR EACH FUND OF DAWSON COUNTY

WHEREAS, a Budget for fiscal year 2016 has been presented and

previously adopted;

WHEREAS, the Budget for each department in the General Fund that

exceeded the originally adopted budget has been adjusted;

WHEREAS, for all other funds, the Budget for each fund that exceeded

the originally adopted budget has been adjusted.

NOW, THEREFORE, the Board of Commissioners hereby approves this

Budget Resolution for Amendments to Income and Expenditures for fiscal year

2016 established through audited financial data.

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

DAWSON COUNTY Board of Commissioners

Danielle Yarbrough, County Clerk

By:\_

Billy Thurmond, Chairman

# FY 2016 Budget Amendment Presentation **VICKIE NEIKIRK** CHIEF FINANCIAL OFFICER MAY 11, 2017

## FY 2016 BUDGET HIGHLIGHTS

### Original FY 2016 General Fund Budget

▶ \$22,458,521

- Final FY 2016 General Fund Budget
  - ▶ \$23,327,527
- Increase of \$869,006
  - ▶ 3.87%

## GENERAL FUND REVENUE SUMMARY

		2016 ORIGINAL	2016 AMENDED
CATEGORY		<u>BUDGET</u>	<u>BUDGET</u>
31 TAXES		18,648,098	18,648,098
32 LICENSES & PERMITS		516,900	516,900
33 INTERGOV'T REVENUES		186,300	186,300
34 CHARGES FOR SERVICE		1,990,350	2,004,025
35 FINES & FORFEITURES		492,300	492,300
36 INVESTMENT INCOME		26,655	26,655
37 CONTRIBUTIONS/DONATIONS		0	60,799
38 MISCELLANEOUS REVENUE		86,725	192,178
39 OTHER FINANCING SOURCES		511,193	1,200,272
2	227	22,458,521	23,327,527
Increase of \$869,006			

## GENERAL FUND EXPENDITURE SUMMARY

CATEGORY	2016 ORIGINAL <u>BUDGET</u>	2016 AMENDED BUDGET
51 PERS SVC/EMP BENEFITS	14,506,961	14,587,842
52 PURCH/CONTRACT SERVICES	2,657,392	3,500,127
53 SUPPLIES	2,509,675	2,492,013
54 CAPITAL OUTLAYS	99,530	53,977
55 INTER FUND/DEPT CHARGES	195,000	205,760
57 OTHER COSTS	1,229,602	1,150,945
58 DEBT SERVICE	144,470	144,470
61 OTHER FINANCING USES	1,115,891	1,192,393
	22,458,521	23,327,527
Increase of \$869,006		

### GENERAL FUND BY DEPARTMENT

	2016 Original	2016 Amended	<u>2016 Actual</u>
Department	<u>Budget</u>	<u>Budget</u>	<u>Expenditures</u>
1310 BOARD OF COMMISSIONERS	237,958	228,108	220,203
1320 COUNTY ADMINISTRATION	330,855	329,455	308,325
1400 ELECTIONS/REGISTRAR	266,279	266,279	256,644
1500 GENERAL GOVERNMENT	370,370	220,942	197,404
1510 FINANCE	515,435	515,435	511,142
1535 INFORMATION TECHNOLOGY	280,667	280,667	272,936
1540 HUMAN RESOURCES	151,656	158,006	150,703
1545 TAX COMMISSIONER	427,960	444,923	444,923
1550 TAX ASSESSOR	465,144	1,133,138	476,228
1551 BOARD OF EQUALIZATION	15,615	15,615	10,955
1555 RISK MANAGEMENT	195,000	255,892	203,897
1565 FACILITY MANAGEMENT	1,030,318	1,027,729	912,361
2150 SUPERIOR COURT	448,175	477,965	477,964
2180 CLERK OF COURT	563,097	599,429	582,857
2200 DISTRICT ATTORNEY	647,459	669,679	655,199
2400 MAGISTRATE COURT	297,814	316,605	316,604
2450 PROBATE COURT	273,338	280,276	280,275
2600 JUVENILE COURT	93,812	157,258	156,620
2800 PUBLIC DEFENDER	288,505	288,505	286,491

### GENERAL FUND BY DEPARTMENT

	2016 Original	2016 Amended	2016 Actual
<u>Department</u>	<u>Budget</u>	<u>Budget</u>	Expenditures
3300 SHERIFF	2,802,092	2,852,859	2,744,737
3322 K9	29,400	29,400	13,615
3326 JAIL	2,546,036	2,592,133	2,582,455
3350 SCHOOL RESOURCE OFFICERS	223,800	231,872	226,253
3351 MARSHAL	149,291	149,291	109,324
3360 SHERIFF SERVICES	588,378	621,472	621,471
3500 FIRE	1,167,220	1,254,278	1,244,124
3610 ESA	165,283	192,836	183,470
3630 EMS	2,035,848	1,949,152	1,914,090
3700 CORONER	58,853	58,853	54,722
3915 HUMANE SOCIETY	126,000	126,000	126,000
3920 EMA	22,089	20,509	17,136
4100 PUBLIC WORKS ADMIN	188,741	188,741	151,598
4220 ROADS DEPT	1,341,664	1,333,664	1,058,308
5110 HEALTH	162,000	162,000	162,000
5433 CASA	5,000	5,000	5,000
5440 DFACS	17,161	17,161	13,462
5450 NOA-NO ONE ALONE	2,500	2,500	2,500

### GENERAL FUND BY DEPARTMENT

	2016 Original	2016 Amended	<u>2016 Actual</u>
Department	<u>Budget</u>	<u>Budget</u>	<u>Expenditures</u>
5452 INDIGENT WELFARE	4,000	4,200	4,200
5520 SENIOR CENTER	70,728	70,403	70,080
5521 SENIOR SERVICES DONATION	0	33,300	8,750
5522 MEDICARE SILVER SNEAKERS	5,000	5,460	5,409
6120 PARK	944,206	942,811	929,988
6121 PARK GENERAL DONATIONS	0	24,945	8,941
6122 PARK WOMENS CLUB	0	1,353	0
6124 PARK POOL	27,448	26,168	25,965
6180 WAR HILL PARK	17,791	21,369	21,362
6510 LIBRARY	373,030	373,030	372,816
7100 CONSERVATION	750	750	729
7130 COUNTY EXTENSION	78,604	78,604	76,329
7410 PLANNING & DEVELOPMENT	407,470	410,738	392,094
7520 DEVELOPMENT AUTHORITY	150,000	150,000	150,000
9000 OTHER FINANCING USES	1,115,891	1,192,393	1,146,675
TOTAL GENERAL FU 23	1 22,458,521	23,327,527	21,734,262

# ALL FUNDS

				Difference	
		2016 Original	2016 Amended	Between Original	<u>2016 Actual</u>
<u>Fund</u>		<u>Budget</u>	<u>Budget</u>	<u>&amp; Amended</u>	Expenditures
100 DAWSON COUNTY GENERAL		22,458,521	23,327,527	869,006	21,734,262
200 DATE		30,100	30,100	-	25,000
201 JAIL		50,000	50,000	-	19,405
202 LVAP (CRIME VICTIMS)		24,300	24,300	-	21,352
205 LAW LIBRARY		16,820	16,820	-	13,400
206 FIRE/ESA DONATIONS ACCOUNT		-	55,837	55,837	41,377
207 FAMILY CONNECTION-(FC)		286,795	304,279	17,484	206,039
211 INMATE WELFARE FUND		90,050	90,050	-	(10,838)
212 DA FORFEITURE		2,000	2,000	-	1,175
213 CONFISCATED ASSETS DCSO		43,000	43,000	-	9,323
215 EMERGENCY 911		757,927	751,568	(6,359)	749,774
250 MULTIPLE GRANTS		1,711,376	2,597,001	885,625	2,271,395
275 HOTEL/MOTEL TAX		385,000	430,724	45,724	357,597
315 GO BOND SERIES 2007 (SP5)		725,000	725,000	-	478,462
322 SPLOST IV		-	-	-	-
323 SPLOST V		565,000	565,000	-	364,997
324 SPLOST VI		7,442,519	7,442,519	-	5,410,293
350 CAPITAL PROJECTS		297,304	452,656	155,352	283,196
540 SOLID WASTE ENTERPRISE		658,492	661,609	3,117	464,903
565 DCAR GIS ENTERPRISE		17,454	16,454	(1,000)	14,669
615 FLEET FUEL AND MAINTENANCE FUND		1,310,812	1,310,812	-	994,070
771 INMATE ESCROW (KEEFE) 2008		10,000	100,000	-	125,613
785 IMPACT FEES		232 -	-	-	-
	TOTALS	36,972,470	38,997,256	2,024,786	33,575,462

## RECOMMENDATION

Adopt Amended Budget for all funds as presented

### Backup material for agenda item:

10. Consideration of Contract with GMRC Regarding Community Development Block Grant Application Services for Senior Center Expansion



### DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Board of Commissioners

Prepared By: Danielle Yarbrough

Work Session: 05/11/2017

Voting Session: 05/18/17

Presenter: Chairman Thurmond

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: <u>Presentation of Contract with GMRC Regarding Community Development Block Grant</u> <u>Application Services for Senior Center Expansion</u>

Background Information:

Staff at Georgia Mountains Regional Commission will perform services associated with the preparation and submittal of a Community Development Block Grant regarding Senior Center Expansion for an application fee of \$1,000.

Current Information:

Funding can come from the Grant Fund Contingency for potential grants. \$50,000 budgeted for 2017. Current balance is \$ 49,000.

Budget Information: Applicable: x Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250		5790000	\$50,000	\$49,000	\$1,000	

Recommendation/Motion: <u>Motion to approve the Community Development Block Grant (CDBG)</u> <u>Application Preparation for Senior Center Expansion, and to authorize Chairman Thurmond to sign on</u> <u>behalf of the Board of Commissioners.</u>

Department Head Authorization: Chairman Thurmond	Date: 04/27/17
Finance Dept. Authorization: Vickie Neikirk	Date: <u>5/4/17</u>
County Manager Authorization: David Headley	Date: <u>5/04/2017</u>
County Attorney Authorization:	Date:

Comments/Attachments:

VLN- The application requirements for a CDBG grant are quite complicated and time consuming. Also, requires specific requirements in this process. This fee is worth the cost, and may help insure the County receives the funding.



April 18, 2017

Mr. Billy Thurmond, Chairman Dawson County Commission 25 Justice Way, Suite 2313 Dawsonville, Georgia 30534

**Re:** Senior Center Expansion

Dear Mr. Thurmond,

Attached please find two copies of the contract for the Community Development Block Grant for the Senior Center Expansion. The staff will perform services associated with the preparation and submittal of the CDBG grant. Please sign and notarize both copies of the contract and return to us for completion. We will return one fully executed copy for your files.

We are looking forward to working with Dawson County on this project and serving you in the future.

Sincerely,

Fleather Fuldman

Heather Feldman Executive Director

HF/pl

Enclosure

Copy: Finance Department Economic Development Department

P.O. Box 1720 • Gainesville, Georgia 30503 • Phone (770) 538-2626 • FAX (770) 538-2625

PARTIES: Georg

Georgia Mountains Regional Commission; Dawson County

### SUBJECT: Community Development Block Grant (CDBG) Application Preparation Senior Center Expansion

TERM: April 1<sup>st</sup>, 2017 through April 30<sup>th</sup>, 2018

### AGREEMENT APPLICATION PREPARATION

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the GEORGIA MOUNTAINS REGIONAL COMMISSION, a public agency, hereinafter referred to as the "Commission", and DAWSON COUNTY GEORGIA, hereinafter referred to as the "County".

### WITNESSETH

WHEREAS, the County desires to engage the Commission to prepare a full grant application in connection with the Community Development Block Grant (CDBG) program for the above-referenced project; and,

WHEREAS, the Commission desires to render such services and warrants that it possesses the capabilities to satisfactorily render such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the

parties hereto do agree as follows:

- 1. **Engagement of the GMRC:** The County agrees to engage the Commission and the Commission agrees to perform services associated with the preparation of the CDBG application.
- 2. **Compensation**: The Commission shall perform the preparation of the application for a fee of \$1,000.
- 3. **Time of Performance**: The Commission will immediately initiate the preparation of the CDBG application for submittal.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed

their seals the day and year first above written.

#### DAWSON COUNTY

By:

Billy Thurmond, Chairman

Subscribed and sworn to in my presence:

Notary Public

(Seal)

### GEORGIA MOUNTAINS REGIONAL COMMISSION

By: \_

Heather Feldman, Executive Director

By:

Dean Scarborough, Council Chairman

Subscribed and sworn to in my presence:

Notary Public

(Seal)