

Prior to making a public comment, please fill out the form available on the table in the hallway to help ensure that your information is correctly entered into the minutes. Once you have spoken, please place your form in the public input box.

REVISED MONDAY JUNE 8, 2026

TENTATIVE AGENDA

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

SPECIAL CALLED SESSION

TUESDAY, JUNE 9, 2026 – 6:00 p.m.

CITY HALL

- A. Roll call
- B. Purpose of the meeting: items of business as listed below
- C. Public input. If you wish to address the Mayor and Commission on any item listed below on this agenda, please go to the podium and state your name and address. RULES OF THE COMMISSION STATE THAT MEMBERS OF THE PUBLIC MAY SPEAK ONCE DURING THIS PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.
- D. Old business – Discussion
 - 1. Adoption of the FY27 Operating and Capital Budgets; Establishment of 2026 Property Tax Rates; Approve Schedule of Fees and Charges for FY27 and Other Purposes **REVISED**
 - 2. Resolution Calling for Imposition of Floating Local Option Sales Tax (FLOST) (ACCGov, City of Winterville, and Town of Bogart)
- E. New business – Consider under suspension of Rules
 - 3. Resolution to Amend Title 9 (Inclusionary Zoning and Commercial District Regulations)
- F. Consider any other item in proper order
- G. Adjourn

A qualified interpreter for the hearing impaired is available upon request at least 10 days in advance of this meeting. Please call (706) 613-3031 (TDD {706} 613-3115) to request an interpreter or for more information.

Wireless access will be available for general use shortly before, during, and shortly after each Mayor and Commission meeting. Connect to ACC_Guest.

Free parking deck vouchers for citizens attending the monthly Regular Voting Meetings, and Agenda Setting Meetings of the Mayor and Commission held at City Hall are available on the 2nd floor of City Hall.

AN ORDINANCE TO PROVIDE FOR THE RAISING OF REVENUES AND THE APPROPRIATION OF FUNDS FOR THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, FOR THE FISCAL YEAR 2027 BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027 TO PROVIDE FOR THE OPERATIONS OF GOVERNMENT DEPARTMENTS, BOARDS, AGENCIES, ELECTED OFFICES, AND OTHER GOVERNMENTAL ACTIVITIES; TO PROVIDE FOR THE LEVEL OF PERSONNEL AUTHORIZED FOR THE VARIOUS DEPARTMENTS AND AGENCIES; TO PROVIDE FOR A CAPITAL BUDGET; TO ESTABLISH 2026 PROPERTY TAX RATES; TO ESTABLISH COMPENSATION FOR THE CHARTER OFFICERS; TO ESTABLISH RATES AND STRUCTURE OF FISCAL YEAR 2027 HEALTH INSURANCE PROGRAMS; TO ESTABLISH FEES AND CHARGES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE EFFECTIVE DATES; AND FOR OTHER LAWFUL PURPOSES.

THE COMMISSION OF ATHENS-CLARKE COUNTY, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Pursuant to Section 7-405 of the Charter of the Unified Government of Athens-Clarke County, Georgia, 1990 Ga. Laws 3560, et seq., as amended ("Charter"), the sums of money as summarized in Exhibit A attached hereto and made a part of this Ordinance, shall be and are hereby adopted as the Operating Budget and the Capital Budget for Athens-Clarke County for Fiscal Year 2027 (FY27), beginning JULY 1, 2026 and ending JUNE 30, 2027.

SECTION 2. The appropriation of funds for all departments and agencies shall be as provided for in Exhibit A and supporting schedules.

SECTION 3. Each of the Enterprise and Internal Service Funds shall be operated in accordance with Proprietary Fund accounting standards and procedures and shall not be governed by the Governmental Fund budgetary accounting principles; however, the budgetary estimates upon which such budgets are adopted shall be retained in memorandum form for budget control purposes and utilized in the preparation of comparative operating statements.

SECTION 4. The personnel levels provided for in the Personnel Authorization Schedule for all departments and agencies, as provided in the budget document entitled "FY2027 Annual Operating and Capital Budget: The Unified Government of Athens-Clarke County JULY 1, 2026 –JUNE 30, 2027" are hereby adopted as the maximum employment levels for such departments and agencies and shall not be increased without the approval of the Mayor and Commission.

SECTION 5. All financial operations shall be accounted for in accordance with Generally Accepted Accounting Principles and Standards.

SECTION 6. In accordance with the Official Code of Georgia Annotated Sections 33-8-8.1 and 33-8-8.2, the proceeds from the tax on insurance premiums, estimated to be \$14,500,000 for FY27, shall be used for the provision of services to all residents of Athens-Clarke County. In accordance with Official Code of Georgia Annotated Section 33-8-8.3(c) (effective July 1, 2026), a percentage of such funds shall be remitted to the Peace Officers' Annuity and Benefit Fund.

SECTION 7. In accordance with the Official Code of Georgia Annotated Sections 46-5-133, 46-5-134, and 46-5-134.2; the monthly "9-1-1 charge" of \$1.50 per exchange access facility, the \$1.50 per month "wireless enhanced 9-1-1 charge", and the \$1.50 per retail transaction for the "pre-paid wireless charge" are reaffirmed for the period JULY 1, 2026 – JUNE 30, 2027.

SECTION 8. The Manager is further authorized to transfer sums up to \$25,000 from the General Fund Contingency to meet unbudgeted obligations of the Government. The Manager is required to notify the Mayor and Commission of each of these transfers from Contingency at the next scheduled regular meeting under the provisions of Section 7-408 of the Charter.

SECTION 9. The Manager is further authorized to transfer sums within each fund's capital budget among projects and accounts up to \$100,000 to meet project obligations of the government. The Manager is required to notify the Mayor and Commission of each of these transfers at the next scheduled regular meeting under the provisions of Section 7-408 of the Charter.

SECTION 10. The Manager is further authorized to approve the application for grants and accept grants on behalf of the government up to \$50,000 and to amend the Operating or Capital Budget for the grants as needed. This authority is permitted if the grant meets all of the following conditions: (1) matching funds are appropriated or the grant does not require matching funds; (2) the government will not be required to otherwise commit resources or maintain any services after the end

of the grant period; (3) no positions will be added with the grant; and (4) no vehicles will be added to the government's Fleet Replacement Program as a result of acceptance of the grant.

The Manager is required to notify the Mayor and Commission of approval or acceptance of each grant at the next scheduled regular meeting under the provisions of Section 7-408 of the Charter of the Unified Government of Athens- Clarke County, Georgia. The Manager and appropriate staff are authorized to execute all required documents associated with grants accepted under this provision.

SECTION 11. The budget document, entitled "FY2027 Annual Operating and Capital Budget: The Unified Government of Athens-Clarke County JULY 1, 2026 –JUNE 30, 2027" shall be maintained on file in the Office of the Clerk of Commission and posted on the government's website.

SECTION 12. The ad valorem tax rate for Athens-Clarke County is hereby levied for the year 2026 upon all real and personal property within the government not exempt from taxation under law as follows:

Maintenance and Operations (General Fund)	12.25 mills
---	-------------

SECTION 13. Under authority of the Act creating the Downtown Athens Development Authority, 1977 Ga. Laws 3533-3538, there is hereby levied and assessed for the year 2026 on the real property in the downtown Athens area (said downtown area most recently defined in House Bill No. 590, 2017 Ga. Laws 3900-3903), a tax of one (1) mill upon the value of said real estate as fixed by the Tax Digest of Athens-Clarke County.

SECTION 14. Pursuant to Sections 4-101, 4-103, and 4-104 of the Charter, the annual compensation of the Charter officers, as provided for by ordinance and contract for FY27, shall be \$257,400 plus a \$6,000 car allowance for the Manager, shall be \$230,013 plus a \$6,000 car allowance for the Attorney, shall be \$138,657 plus a \$6,000 car allowance for the Internal Auditor, and shall be \$124,800 for the Municipal Court Judge.

SECTION 15. Pursuant to Official Code of Georgia Annotated Section 48-13-93(a)(2), the proceeds of the excise tax on the rental charge for motor vehicles, projected to be \$300,000 during FY27, shall be used for promoting industry, trade, commerce, and tourism. The proceeds from this tax in FY27 shall be used to support the Athens-Clarke County Economic Development Department, with an estimated budget of \$990,000.

SECTION 16. Pursuant to Section 1-9-19 of the Code of Athens-Clarke County, Georgia, the Benefits Summary of the Health Insurance and Health Benefits Program and the premiums or contributions for employees and retirees, as applicable, shall be as follows:

- (a) Pursuant to Section 1-9-19(a) of the Code of Athens-Clarke County, Georgia, the government shall provide as an option to employees the plans of health insurance coverage as described in the Summary Plan Document entitled "Consumer Healthy Solutions (CHS) Plan with a Health Savings Account (HSA) Medical Benefit Booklet for the Unified Government of Athens-Clarke County," effective January 1, 2024, and prepared by Anthem for the Unified Government of Athens- Clarke County. This booklet is on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia. Any plan changes effective January 1, 2027, may result in new summary plan documents, which will be available for public inspection in the office of the Clerk of Commission in or around January, 2027. This Section 16 shall be subject to amendment by the Commission to incorporate any such plan changes prior to the effective date of such changes.
- (b) During the first open enrollment period, employees have the option to select from among the following health insurance coverage: the option described in the preceding paragraph or the plans of health insurance coverage as described in the Summary Plan Document entitled "BlueChoice Option Point of Service Open Access January 1, 2024 Conventional Plan Benefit Booklet for the Unified Government of Athens-Clarke County," administered by Anthem, incorporated herein by reference. This booklet is on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia. Any plan changes effective January 1, 2027, may result in new summary plan documents, which will be available for public inspection in the office of the Clerk of Commission in or around January, 2027. This Section 16 shall be subject to amendment by the Commission to incorporate any such plan changes prior to the effective date of such changes.

- (c) Pursuant to Section 1-9-19(b) of the Code of Athens-Clarke County, Georgia, the Designated Plan for retirees not yet 65 years of age and the Designated Dependent Plan for spouses of retirees not yet 65 years of age, and eligible dependent children, shall be that plan described as the BlueChoice Point of Service (POS) Open Access Plan of health insurance coverage as further described in the Summary Plan Document entitled "BlueChoice Option Point of Service Open Access January 1, 2024 – Traditional Plan Benefit Booklet for the Unified Government of Athens-Clarke County," administered by Anthem, incorporated herein by reference. This booklet is on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia. The Plan Option for retirees and for retiree dependent coverage shall be any other health insurance coverage plans offered to employees in (a) and (b) above. Any plan changes effective January 1, 2027, may result in new summary plan documents, which will be available for public inspection in the office of the Clerk of Commission in or around January, 2027. This Section 16 shall be subject to amendment by the Commission to incorporate any such plan changes prior to the effective date of such changes.
- (d) Those retirees not yet 65 years of age who are eligible for PPO shall be provided the plan of health insurance coverage as described in the Summary Plan Document entitled "Blue Choice PPO Benefit Booklet for the Unified Government of Athens-Clarke County," administered by BlueCross Blue Shield of Georgia, dated January 1, 2022, incorporated herein by reference. This booklet is on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia. Any plan changes effective January 1, 2027, may result in new summary plan documents, which will be available for public inspection in the office of the Clerk of Commission in or around January, 2027. This Section 16 shall be subject to amendment by the Commission to incorporate any such plan changes prior to the effective date of such changes.
- (e) The premiums to be paid for the programs of health insurance for employees are set forth in the document entitled "The Unified Government of Athens-Clarke County 2025 Benefits Guide: Enhancing Your Total Reward as a Valuable Resource for Our County," incorporated herein by reference and on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia. The premiums to be paid for plans effective January 1, 2027, will be set forth in the document entitled "The Unified Government of Athens-Clarke County 2027 Benefits Guide," which will be made available for public inspection in the office of the Clerk of Commission in or around January, 2027. This Section 16 shall be subject to amendment by the Commission to incorporate any such changes in premiums.
- (f) The premiums to be paid for the programs of health insurance for those retirees, under age 65, subject to such insurance as described in paragraphs (c) and (d) hereof are set forth in the document entitled "The Unified Government of Athens-Clarke County 2025 Retiree Benefits Guide: Enhancing Your Total Reward as a Valuable Resource for Our County," incorporated herein by reference and on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia. The premiums to be paid for plans effective January 1, 2027, will be set forth in the document "The Unified Government of Athens-Clarke County 2027 Retiree Benefits Guide: Enhancing Your Total Reward as a Valuable Resource for Our County," which will be made available for public inspection in the office of the Clerk of Commission in or around January, 2027. This Section 16 shall be subject to amendment by the Commission to incorporate any such changes in premiums.
- (g) Pursuant to Athens-Clarke County Code Section 1-9-19(c) the government shall provide to retirees who are age 65 or older those health benefits as described in the "Via Benefits: Introducing Via Benefits, Prepare for Your Medicare Coverage Enrollment" and "Via Benefits Reimbursement Guide: The Unified Government of Athens-Clarke County Health Reimbursement Arrangement HRA," and incorporated herein by reference. Such documents are on file and available for public inspection in the office of the Clerk of Commission, Room 204, City Hall, 301 College Avenue, Athens, Georgia and on file and available for public inspection in the office of the Human Resources Department, 375 Satula Avenue, Athens, Georgia.

SECTION 17. Pursuant to Section 2-6-2 of the Code of Athens-Clarke County, Georgia, "Schedule of Fees to be adopted annually", the Schedule of Fees and Charges as provided for in the budget document entitled "FY2027 Annual Operating and Capital Budget: The Unified Government of Athens-Clarke County JULY 1, 2026 –JUNE 30, 2027" are hereby adopted.

SECTION 18. The effective date of this budget ordinance shall be July 1, 2026.

SECTION 19. All ordinances or parts of ordinances in conflict with this budget ordinance are hereby repealed.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA, WITH RESPECT TO RENAMING AND REORGANIZING CERTAIN GOVERNMENT OFFICES AND DEPARTMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 4-201 of the Charter of the Unified Government of Athens-Clarke County, Georgia (1990 Ga. Laws 3560-3639, as amended), states that “the administrative and service departments of the unified government shall be created and established by ordinance and shall perform such functions, duties, services and responsibilities as enumerated therein and as prescribed by administrative regulations”; and

WHEREAS, Section 4-202 of said Charter allows the Commission of Athens-Clarke County to “reorganize, combine, consolidate or discontinue any department or agency of the unified government subject to the jurisdiction of the commission and may, by ordinance, prescribe the functions and duties thereof and may establish, abolish or alter all nonelective offices and positions of employment as necessary for the proper administration of the unified government”; and

WHEREAS, the Commission of Athens-Clarke County hereby finds it advisable and appropriate to rename the Communications Department to the Communications & Community Engagement Department; and

WHEREAS, the Commission of Athens-Clarke County hereby finds it advisable and appropriate to reorganize the Department of People & Belonging to a new Office of Community, Well-Being & Civil Rights, with the intent that said office will become a division within the Manager’s Office; and

WHEREAS, it is the intention of the Commission that any references to the “Office of Inclusion,” “Inclusion Office,” or “People & Belonging Department” in the Code of Athens-Clarke County, Georgia, or the regulations or the policies of the Unified Government of Athens-Clarke County, Georgia, shall henceforth be construed to mean the Office of Community, Well-Being & Civil Rights, unless the context clearly dictates otherwise; and

WHEREAS, the Commission hereby finds that the renaming and the reorganization described hereinabove are necessary for the proper administration of the Unified Government of Athens-Clarke County, Georgia; and

WHEREAS, it is the intention of the Commission that the renamed department and reorganized office shall be under the supervision and direction of the Manager of the Unified Government of Athens-Clarke County, Georgia, in accordance with the Charter;

NOW THEREFORE, the Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. Title 1 of the Code of Athens-Clarke County, Georgia, entitled “General Government,” is hereby amended by changing the title of Chapter 1-21 of said Code from

“Athens-Clarke County Communications Department” to “Athens-Clarke County Communications & Community Engagement Department,” so that the title of Chapter 1-21 now reads as follows:

CHAPTER 1-21. – ATHENS-CLARKE COUNTY COMMUNICATIONS & COMMUNITY ENGAGEMENT DEPARTMENT

SECTION 2. That Section 1-21-1 of the Code of Athens-Clarke County, Georgia, entitled “Establishment” and found within Title 1, Chapter 1-21 thereof, is hereby amended by replacing all references to the “Communications Department” with “Communications & Community Engagement Department,” and replacing all references to “Communications Director” with “Communications & Community Engagement Director,” so that said code section now reads as follows:

Sec. 1-21-1. – Establishment.

Pursuant to Article IV, Chapter 2 of the Athens-Clarke County Charter, there is hereby created the Communications & Community Engagement Department as part of the administrative and service departments of the Unified Government under the supervision and direction of the Manager. The employees of said office shall be employees of Athens-Clarke County appointed by the Manager under the personnel system with the Communications & Community Engagement Director as a professional class position.

SECTION 3. That Section 1-21-2 of the Code of Athens-Clarke County, Georgia, entitled “Purpose” and found within Title 1, Chapter 1-21 thereof, is hereby amended by replacing all references to the “Communications Department” with “Communications & Community Engagement Department,” so that said code section now reads as follows:

Sec. 1-21-2. – Purpose.

The purpose of the Communications & Community Engagement Department is to provide clear and open communications through a variety of outlets about the government's goals, activities, and services, as well as to coordinate and collaborate with the communications staff of other departments of the Unified Government of Athens-Clarke County. The duties of the Communications & Community Engagement Department shall include, but shall not be limited to, preparing and producing for the press and for the public statements concerning the activities of the Unified Government of Athens-Clarke County and information in response to inquiries from the public or the press.

SECTION 4. That Section 1-21-3 of the Code of Athens-Clarke County, Georgia, entitled “Code References” and found within Title 1, Chapter 1-21 thereof, is hereby deleted in its entirety and replaced as follows:

Sec. 1-21-3. – Code references.

As of July 1, 2026, any reference to the “Office of Public Information,” “Public Information Office,” or “Communications Department” in this Code or any regulations or policies of the Unified Government of Athens-Clarke County shall be construed to mean the Athens-Clarke County Communications & Community Engagement Department, unless the context clearly dictates otherwise.

SECTION 5. That Title 1 of the Code of Athens-Clarke County, Georgia, is hereby amended by deleting in its entirety therefrom Chapter 1-34 of said Code, entitled “Athens-Clarke County People and Belonging Department,” and marking said Chapter 1-34 as “Reserved.”

SECTION 6. The recitals beginning with “WHEREAS” at the beginning of this ordinance provide important background and context and are therefore incorporated herein by reference.

SECTION 7. It is the intention of the Commission that the changes to the Code of Athens-Clarke County, Georgia, described in this ordinance shall become effective on July 1, 2026.

SECTION 8. The Clerk of Commission, in consultation with the Athens-Clarke County Attorney (or his designee), is authorized to correct any scrivener’s errors found herein.

SECTION 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM**

SUBJECT: Adoption of the FY27 Operating and Capital Budgets; Establishment of 2026 Property Tax Rates; Approve Schedule of Fees and Charges for FY27 and Other Purposes

DATE: ~~May 29, 2026~~ ~~June 5, 2026~~ June 8, 2026

EXECUTIVE SUMMARY:

Adoption of the FY27 Operating and Capital Budgets; Establishment of 2026 Property Tax Rates; Approve Schedule of Fees and Charges for FY27 and Other Purposes

BUDGET INFORMATION:

REVENUES: \$377.3 Million (Mayor Recommended Budget)

EXPENSES:

 ANNUAL: \$309.6 Million (Mayor Recommended Budget)

 CAPITAL: \$ 67.6 Million (Mayor Recommended Budget)
 \$377.3 Million (Mayor Recommended Budget)

COMMISSION ACTION REQUESTED ON: June 9, 2026

PURPOSE:

To request that the Mayor and Commission:

- a. Adopt an Ordinance (**Attachment #1**) that will accomplish the below-listed actions:
 - (1) Establish the Operating and Capital Budgets for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027 (FY27), which includes amendments from the Commission to the Mayor's Recommended Budget as outlined in **Attachment #6**;
 - (2) Establish the 2026 property tax (millage) rate for the Unified Government of Athens-Clarke County (ACCGov) at 12.25 mills and the Athens Downtown Development Authority at 1.0 mill;
 - (3) Establish the annual compensation for the Manager, Attorney and Internal Auditor as set by the Mayor and Commission for FY27;
 - (4) Establish the rates and structure of the FY27 Health Insurance Program for Employees and Retirees; and
 - (5) Adopt the Schedule of Fees and Charges for FY27 (**Attachment #2**), and

- b. Authorize the Manager or his designee to transfer budget amounts from the Other General Administration Pay Adjustment Budget Account to Departmental Budgets to fund approved pay adjustments for employees and fund departmental budget needs related to filled vacancies.
- c. Authorize the balances of appropriations from the American Rescue Plan Act – SLFRF programs to be designated at fiscal year-end and re-appropriated in the following fiscal year until the programs are complete or they are amended by the Mayor and Commission.
- d. Approve the annual contract (**Attachment #3**) with the Georgia Public Defender Standards Council (GPDSC) to provide indigent defense services in specified courts of the Unified Government of Athens-Clarke County for FY27 (July 1, 2026 through June 30, 2027) and authorize Mayor and appropriate staff to execute all required documents associated with the annual contract.
- e. Adopt an ordinance (**Attachment #4**) to reorganize the People & Belonging Department into the Office of Community, Well-Being, & Civil Rights as a division within the Manager’s Office and rename the Communications Department to Communications & Community Engagement.
- f. Approve the annual agreement (**Attachment #5**) with the Georgia Department of Corrections (DOR) to house up to 170 State offenders daily at the Unified Government of Athens-Clarke County- owned facilities for FY27 (July 1, 2026 through June 30, 2027) and authorize Mayor and appropriate staff to execute all required documents associated with the annual contract.

HISTORY:

- 1. On June 5, 2025, the Commission adopted a Strategic Plan for ACCGov covering FY26-FY28.
- 2. During October and November 2025, Departments, Constitutional & Elected Offices and Quasi-Governmental Agencies received budget request packages for the FY27 Operating and Capital Budget.
- 3. On January 23, 2026, the Manager provided an early FY27 Budget update to the Mayor and Commission as they met in retreat. The purpose of this presentation was to provide early insights into the development of FY27 budget including contextual information to be used during budget discussions and before formal recommendations.
- 4. From January 26, 2026 through March 4, 2026, the Manager met with and reviewed FY27 Budget requests from departments, and the Mayor, Mayor Pro Tempore, and Manager met with Elected and Constitutional Officials.

5. On March 24, 2026, the Manager provided a Budget Priorities Update to the Mayor and Commission on the FY27 budget development, highlighting major expenditure and/or revenue challenges and changes potentially impacting the FY27 Budget.
6. On April 14, 2026, the Human Resources Department presented recommendations to the Mayor and Commission related to employee benefits and compensation.
7. On April 30, 2026, the Mayor’s Recommended FY27 Budget was submitted to the Commission per ACCGov Charter Section 7-404 and made available to the public ([FY27 Mayor Recommended Budget](#)).
8. On May 21, 2026, the Mayor and Commission met with and reviewed FY27 Budget requests from Quasi-Governmental Agencies.
9. On May 12, May 14, and May 20, and June 2 and 4, 2026, the Commission reviewed the Mayor’s Recommended FY27 Operating and Capital Budget. During these meetings, the Commission discussed changes to the Mayor’s Recommended Budget.
10. On May 20, 2026, a Public Hearing on the FY27 Budget was held in accordance with Georgia Law. Also, in accordance with Georgia law, required public hearings to comply with the “Taxpayer Bill of Rights” was held on May 20, with the remaining two hearings scheduled for June 2 and June 4.

FACTS & ISSUES:

1. FY27 Budget Review and Adoption:
 - a. ACCGov Charter Section 7-405 requires the Commission to adopt an Operating and Capital Budget “for the ensuing fiscal year no later than the thirtieth (30th) day of June of each year.”
2. 2026 Property Tax Rates:
 - a. The Mayor and Commission are required to annually establish by Ordinance the property tax (millage) rates for the Unified Government of Athens-Clarke County and the Athens Downtown Development Authority.
 - b. The preliminary 2026 Property Tax Digest has been completed. Based on the information supplied by the Tax Commissioner and the Chief Tax Appraiser, the projected 2026 Tax Digest for Maintenance and Operations (M&O) is approximately \$8.5 billion as outlined below:

2026 PRELIMINARY DIGEST (in thousands)

Real & Personal Property	\$9,481,541
Motor Vehicles	13,434

Mobile Homes	9,047
Public Utilities	165,472
Other Property	<u>309</u>
Total Gross Digest	\$9,504,333
Less: Exemptions	<u>(952,650)</u>
Net M&O Digest (Thousands)	<u>\$8,551,683</u>

- c. The property tax (millage) rate as noted below should raise sufficient revenues to meet the revenue requirements of the General Fund as included in the FY27 Budget. The property tax (millage) rate for 2026 is:

Maintenance and Operations
(General Fund) 12.25 mills (Mayor Recommended)

- d. On April 15 2026, the Athens Downtown Development Authority recommended a 2026 property tax (millage) rate of 1.0 mill. This levy is anticipated to generate revenue of approximately \$585,000 in FY27.
3. Health Insurance Benefits for Employees and Retirees: The FY27 Budget includes funding for the programs for health insurance and health benefits for employees and retirees in accordance with Section 1-9-19 of the Code of Ordinances of ACCGov as noted in Section 16 of the Budget Ordinance included as **Attachment #1** to this report.
4. The projects listed below reflect the anticipated use of up to \$12.6 million in projected excess TSPLOST 2023 collections discussed during the FY27 budget process. The intent is to utilize anticipated surplus revenues to address capital needs that could not be accommodated within available General Fund resources. All project amounts are contingent upon actual TSPLOST collections and represent maximum funding levels. Related designation and appropriation actions will occur as revenues are realized.

TSPLOST 2023 Project	Initiative	Amount
Project 21- Pavement & Bridge Maintenance	Pavement Maintenance	Up to \$6,000,000
Project 21- Pavement & Bridge Maintenance	Traffic Data Collection	Up to \$40,000
Project 21- Pavement & Bridge Maintenance	Bridge Improvement & Replacement	Up to \$1,000,000
Project 23 – Greenway Trail Safety Improvements	Leisure Services – Bridges and Board Walks	Up to \$1,000,000
Project 23 – Greenway Trail Safety Improvements	Leisure Services – Repair and Maintenance	Up to \$1,000,000
Project 25- Bike & Pedestrian Improvements	Pedestrian Safety and Traffic Calming	Up to \$60,000

Project 25 – Bike & Pedestrian Improvements	Bike Improvements	Up to \$30,000
Project 25 – Bike & Pedestrian Improvements	Sidewalk and Other Improvements	Up to \$28,000
Project 30 – Traffic Safety Improvements	Roadway Safety Devices	Up to \$452,000
Project 30 – Traffic Safety Improvements	Expanded Fiber Optic Cables	Up to \$40,000
Project 30- Traffic Safety Improvements	Signal Replacement	Up to \$2,296,000
Project 32- Traffic Signage	Overhead Street Signs	Up to \$675,000
Total		Up to \$12,621,000

5. After the Mayor’s Recommended Budget was published, staff received the final preliminary tax digest numbers, which were \$1.6M higher than were estimated during the budget development process.

6. Staff has requested the Commission include some adjustments to the Mayor’s Recommended Budget to correct budget errors or provide minor modifications for clarification. The administrative requested changes include:

a. Transfer from Hotel/Motel, reduce transfer to General Fund, and increase Transfer to Other Revenues in order to correct budget error \$0

b. Peace Officer Annuity & Benefit (Required by State) \$217,500

c. Transfer of one position from Transportation & Public Works to Capital Projects Department \$0

d. Transfer of one position from Human Resources to Central Services Department \$0

e. Fee Schedule Corrections:

i. Central Services – Street Merchant Assigned Locations - \$200.00 per trimester - (Item incorrectly left off “per trimester” text)

ii. Public Utilities – Water Meter Stub Charge – ¾-inch meter - \$2,368.00- (Item had incorrectly been increased to \$5,368)

iii. Solid Waste – Annual Truck Inspection Fee – On Franchise Renewal Documents adding it to the schedule of fees (per truck) - (“per truck” added for clarification)

iv. Solid Waste – Bags are no longer required. The customers must use the

Eco-Stations (Cost per bag if needed \$1.50 and \$0.20) - (“Cost per bag” text added for clarification)

- v. Solid Waste – Pickup for 3 or more trash/debris items - (“disposal is \$70.00 per ton” text is replaced with “plus current tip fee” for clarification)
- vi. Solid Waste – Pickup of Leaf & Limb Materials - (“disposal is \$25.50 per ton” text is replaced with “plus current tip fee” for clarification)

7. During the scheduled Budget Review discussions, Commissioners have generally expressed interest in the following items being added to the Mayor’s Recommended Budget:

- a. Salary Adjustment – Unified Plan Market Increase from 3.5% to 4.0% - \$217,500
- b. Additional funding in Contingency for Unleaded/Diesel fuel - \$400,000 for General Fund and \$200,000 across other funds
- c. Magistrate Court – One additional part-time Judge to improve TPO process - \$70,000
- d. Funding for Tax Commissioner Requests – Combine two part-time Motor Vehicle Registrar positions into one full-time position, training & related travel increase, and one-time funding for Tag Office maintenance & repairs - \$43,500
- e. Increase to Code Enforcement funding for education and outreach as recommended by the Government Operations Committee - \$6,000
- f. Investigator position for Public Defender’s Office - \$75,000

8. The total requested changes to the Mayor’s Recommended Budget represent a total expenditure increase of \$1,026,000 to the General Fund. After the recommended changes are included, a total of \$574,000 would return to the General Fund unrestricted fund balance. A copy of the full spreadsheet denoting the changes requested by staff and the Commission is available at www.accgov.com/budget .

OPTIONS:

- 1. Mayor and Commission:
 - a. Adopt an Ordinance (**Attachment #1**) that will accomplish the following actions:
 - (1) Establish the Operating and Capital Budgets for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027 (FY27), which includes amendments to the Mayor’s Recommended Budget as outlined in **Attachment #6**;

- (2) Establish the 2026 property tax (millage) rate for the Unified Government of Athens-Clarke County (ACCGov) at 12.25 mills (Mayor Recommended) and the Athens Downtown Development Authority at 1.0 mill;
 - (3) Establish the annual compensation for the Manager, Attorney, and Internal Auditor as set by the Mayor and Commission for FY27;
 - (4) Establish the rates and structure of the FY27 Health Insurance Program for Employees and Retirees; and
 - (5) Adopt the Schedule of Fees and Charges for FY27 (**Attachment #2**).
- b. Authorize the Manager or his designee to transfer budget amounts from the Other General Administration Pay Adjustment Budget Account to Departmental Budgets to fund approved pay adjustments for employees and fund departmental budget needs related to filled vacancies.
 - c. Authorize the balances of appropriations from the American Rescue Plan Act – SLFRF programs be designated at fiscal year-end and re-appropriated in the following fiscal year until the programs are complete or they are amended by the Mayor and Commission.
 - d. Approve the annual contract (**Attachment #3**) with the Georgia Public Defender Standards Council (GPDSC) to provide indigent defense services in specified courts of the Unified Government of Athens-Clarke County for FY27 (July 1, 2026 through June 30, 2027) and authorize Mayor and appropriate staff to execute all required documents associated with the annual contract.
 - e. Adopt an ordinance (**Attachment #4**) to reorganize the People & Belonging Department into the Office of Community, Well-Being, & Civil Rights as a division within the Manager’s Office and rename the Communications Department to Communications & Community Engagement.
 - f. Approve the annual agreement (**Attachment #5**) with the Georgia Department of Corrections (DOR) to house up to 170 State offenders daily at the Unified Government of Athens-Clarke County- owned facilities for FY27 (July 1, 2026 through June 30, 2027) and authorize Mayor and appropriate staff to execute all required documents associated with the annual contract.
2. Mayor and Commission defined option.



Joseph D'Angelo

June 9, 2026

Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, d, e, & f



Bob Cowell, Manager

June 9, 2026

Date:

ATTACHMENTS:

Attachment #1 – FY27 Budget Ordinance – ~~PENDING~~

Attachment #2 – Schedule of Fees and Charges – ~~PENDING~~

Attachment #3 - Georgia Public Defender Standards Council Annual Contract – ~~PENDING~~

Attachment #4 - Ordinance for People and Belonging Department Reorganization & Renaming Communications Department – ~~PENDING~~

Attachment #5 - Corrections FY27 Annual Capacity Agreement

Attachment #6 – Amendments to the Mayor's Recommended Budget

AIRPORT			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Ramp Fees		
1	Twin Piston - Small	\$25 per aircraft	
2	Twin Piston - Medium	\$45 per aircraft	
3	Twin Piston - Large	\$125 per aircraft	
4	Turbo Prop - Small	\$95 per operation	
5	Turbo Prop - Medium	\$115 per operation	\$125 per operation
6	Turbo Prop - Large	\$140 per operation	\$155 per operation
7	Jet - Micro	\$175 per operation	
8	Jet - Small	\$225 per operation	
9	Jet - Medium	\$275 per operation	\$295 per operation
10	Jet - Large	\$625 per operation	\$675 per operation
11	Jet - Extra Large	\$750 per operation	\$825 per operation
12	Jet - Air Force One	FREE	
13	Helicopter	\$40 per operation	
14	Airship Mooring Fee (Blimp)	\$185 per night	\$225 per operation
	Overnight Fees		
15	Single Engine and Twin Piston - Small	\$25 per aircraft	\$35 per aircraft
16	Twin Piston - Medium	\$45 per aircraft	\$55 per aircraft
17	Twin Piston - Large	\$125 per aircraft	\$135 per aircraft
18	Turbo Prop - Small	\$95 per operation	\$105 per operation
19	Turbo Prop - Medium	\$115 per operation	\$125 per operation
20	Turbo Prop - Large	\$140 per operation	\$150 per operation
21	Jet - Micro	\$175 per operation	\$185 per operation
22	Jet - Small	\$225 per operation	\$235 per operation
23	Jet - Medium	\$275 per operation	\$285 per operation
24	Jet - Large	\$625 per operation	\$635 per operation
25	Jet - Extra Large	\$750 per operation	\$760 per operation
26	Helicopter	\$40 per operation	\$50 per operation
27	Airship Mooring Fee (Blimp)	\$250 per night	\$260 per night

AIRPORT			
	Minimum Fuel Purchase to waive Ramp Fees based on current market prices - adjusted by Airport Director		
28	Single Engine and Twin Piston - Small	30 gallons	
29	Twin Piston - Medium	40 gallons	
30	Twin Piston - Large	100 gallons	
31	Turbo Prop - Small	90 gallons	
32	Turbo Prop - Medium	125 gallons	
33	Turbo Prop - Large	150 gallons	
34	Jet - Micro	75 gallons	
35	Jet - Small	150 gallons	
36	Jet - Medium	200 gallons	
37	Jet - Large	650 gallons	
38	Jet - Extra Large	750 gallons	
39	Airship Mooring Fee (Blimp)	125 gallons	
	Landing Fees		
40	Commercial Operations - Based on Max Gross Landing Weight	\$2.80 per 1,000 lbs.	\$3.80 per 1,000 lbs.
	Baggage Handling Fees - Passenger Capacity		
41	20	\$700 per aircraft	\$775 per aircraft
42	30	\$850 per aircraft	\$925 per aircraft
	Baggage Handling Fees - Passenger Capacity (continued)		
43	50	\$1,150 per aircraft	\$1,250 per aircraft
44	70	\$1,450 per aircraft	\$1,700 per aircraft
45	90	\$1,750 per aircraft	\$2,000 per aircraft
46	125	\$2,275 per aircraft	\$2,500 per aircraft
47	150	\$2,650 per aircraft	\$3,000 per aircraft
	Fuel Prices - Based on market prices - adjusted by Airport Director		
48	Jet A Fuel	Market Price	
49	AvGas Fuel	Market Price	
50	Based Tenants Discount (below posted price)	AvGas - \$0.25 / Jet - A \$0.30	
51	Shell Contract Fuel (Jet A)	Market Price	

AIRPORT			
52	After Hours Call Out Fee	\$500 per call out	
53	Commercial Terminal Meeting Room	\$120 per hour / 2 hour minimum	
54	Table Rental	\$5.00 per table per day	
55	Chair Rental	\$2.50 per chair per day	
	Tie Down Fees - One night waived with multiple night stay with fuel purchase		
56	Nightly	\$25 per night	\$35 per night
57	Monthly	\$75 per month	\$135 per month
	Airport Hangar Rental Monthly Rates - Based on market prices - adjusted by the Airport Director		
58	Row C Hangars (20)	\$361.88 per month (assuming 3% CPI)	\$379.97 per month (assuming 5% CPI)
59	Row D Hangars (12)	\$278.25 per month (assuming 3% CPI)	\$292.16 per month (assuming 5% CPI)
60	Row F Hangars (12)	\$289.18 per month (assuming 3% CPI)	\$303.64 per month (assuming 5% CPI)
61	Row G Hangars (4)	\$452.99 per month (assuming 3% CPI)	\$475.64 per month (assuming 5% CPI)
62	Row E Hangars (2)	\$762.79 per month (assuming 3% CPI)	\$800.93 per month (assuming 3% CPI)
63	Row B Hangars (19)	\$427.18 per month (assuming 3% CPI)	\$448.54 per month (assuming 5% CPI)
64	Hangar C21	\$1,394.27 per month (assuming 3% CPI)	\$1,463.98 per month (assuming 5% CPI)
65	Hangar B20	\$1,394.27 per month (assuming 3% CPI)	\$1,463.98 per month (assuming 5% CPI)
66	Row A Hangars (4)	\$1659.62 per month (assuming 3% CPI)	\$1742.60 per month (assuming 5% CPI)
67	Colvin Hangar	\$6,000.00	\$6,300 per month (assuming 5% CPI)
68	Falcon Hangar	\$7,350 per month (assuming 5% CPI)	\$7,717.50 per month (assuming 5% CPI)
	Airport Hangar Rental Weekly Rates - Based on market prices - adjusted by the Airport Director		
69	Hangars G, B, C, D, E, F (with/without fuel purchase)	\$365/\$318 per night	\$383/\$334 per night

AIRPORT			
70	Hangars A, C21, B20 (with/without fuel purchase)	\$822/\$928 per night	\$863/\$974 per night
71	Colvin Hangar (with/without fuel purchase)	\$822/\$928 per night	\$863/\$974 per night
72	Falcon Hangar	\$1,590/\$1,723 per night	\$1,670/\$1,809 per night
Airport Hangar Rental Overnight Rates - Based on market prices - adjusted by the Airport Director			
73	Hangars G, B, C, D, E, F (with/without fuel purchase)	\$80/\$106 per night	\$85/\$111 per night
74	Hangars A, C21, B20 (with/without fuel purchase)	\$186/\$239 per night	\$195/\$251 per night
75	Colvin Hangar (with/without fuel purchase)	\$371/\$424 per night	\$390/\$445 per night
76	Falcon Hangar	\$371/\$424 per night	\$390/\$445 per night
Ground Power Unit (GPU) Fee			
77	Engine Start	\$65 per start	\$75 per start
78	Per Hour	\$125 per hour	\$150 per hour
Towing Fee			
79	Single Engine	\$30 per tow	\$35 per tow
80	Twins	\$35 per tow	\$40 per tow
81	Any aircraft larger than a twin	\$75 per tow	\$80 per tow
82	Airplane Lavatory Cleaning Fee	\$275 per service	\$325 per service
83	Airplane Lavatory Cleaning Fee (for based aircraft)	\$175 per service	\$225 per service
84	Air Stair Fee	\$400 per service	\$550 per service
85	Unimproved Land Lease Rate (no utilities)	\$0.54 per square foot	\$0.58 per square foot
86	Improved Land Lease Rate (with utilities)	\$0.60 per square foot	\$0.65 per square foot
87	Special Event fee - large aircraft	\$700 per aircraft	\$725 per aircraft

AIRPORT			
88	Special Event fee - medium aircraft		\$425 per aircraft
89	Special Event fee - small aircraft	\$200 per aircraft	\$225 per aircraft
90	Special Event fee - extra large aircraft		\$950 per aircraft

ANIMAL SERVICES			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
1	Reclaiming a neutered or spayed dog or cat	\$25 first impound; \$30 second impound; \$35 subsequent impounds	\$25 first impound; \$30 second impound; Third or subsequent impound: each impound fee after the first two is \$25 more than the prior impound fee (i.e., third impound: \$55 impound fee; fourth impound: \$80 impound fee...)
2	Reclaiming an intact dog or cat	First impound: \$50 impound fee Second impound: \$100 impound fee Third or subsequent impound: each impound fee after the first two is \$25 more than the prior impound fee (i.e., third impound: \$125 impound fee; fourth impound: \$150 impound fee...)	First impound: \$50 impound fee Second impound: \$100 impound fee
3	Reclaiming community cats	\$0 if the community cat is part of a registered colony at the time it is released to the caretaker \$10 if the community cat is not part of a registered colony at the time it is released to the caretaker	N/A
4	Reclaiming All Other Animals Including Livestock	\$25 per animal	N/A
5	Boarding fee	\$10 per day per animal after the day of impound, with a litter of puppies or kittens of nursing age charged as a single animal \$15 per day boarding fee if the animal has been impounded on a bite quarantine or neglect/cruelty case	

ANIMAL SERVICES			
6	Adoptions	\$25 Special Event fee (Director has discretion on what the event is) ; \$100 Adult large dogs; \$150 dogs under six months and or 25lbs; \$50 dogs in shelter over 30 days; \$150 dogs from the RELEASED Jail Dog Program; \$25 adult cats; \$50 kittens under six months; \$25 livestock and exotic animals	\$25 Special Event fee (Director has discretion on what the event is) ; \$100 Adult large dogs; \$175 dogs under six months and or 25lbs; \$50 dogs in shelter over 30 days; \$150 dogs from the Project Homebound Jail Dog Program; \$25 adult cats; \$65 kittens under six months; \$25 livestock and \$50 exotic animals; \$5 for a cardboard carrier if adopter does not provide a carrier; \$5 for leash and collar set if the adopter does not provide one.
7	Registering a Potentially Dangerous Dog, Dangerous Dog, or Vicious dog	\$100 The registration fee for a potentially dangerous dog may be waived if the dog and his or her owner have no animal control infractions for a two-year period	\$100 Potentially Classified Dogs The registration fee for a potentially dangerous dog may be waived if the dog and his or her owner have no animal control infractions for a two-year period; \$200 for Dangerous and Vicious Classified Dogs
8	Vet Services and Misc	\$10 Microchip; \$5 each core vaccination; \$15 Rabies vaccination or voucher; \$15 heartworm test or FIV/FelV Combo Test; \$7 Dewormer, Heartworm Prevention or Flea Control	\$15 Microchip; \$7 each core vaccination; \$18 Rabies vaccination or voucher; \$18 heartworm test or FIV/FelV Combo Test; \$7 Dewormer, Heartworm Prevention or Flea Control, \$75 Bloodwork, \$15 any other tests. Any outside Veterinary Care fees are charged as they are invoiced.

BUILDING INSPECTION			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Permits		
1	Building Permit	\$80 plus \$3 per \$1000 of valuation	
2	Electrical Permit	\$80 plus \$2 per circuit	
3	Plumbing Permit	\$80 plus \$2 per fixture	
4	Mechanical Permit	\$80 plus \$2 per supply and return	
5	Gas Permit	\$80 plus \$2 per fixture	
6	Plan Submittal Fee	\$375 for project or changes valued \$10,000 or less; Project values or changes over \$10,000 have fee of \$500 for up to 50 plan sheets plus \$2 per sheet over 50 sheets	
7	Plan Review Changes To Approved Submittal Fees (CTA)	Escalating \$375 base fee increase added to compounding base fee for CTAs if proposed changes are \$10,000 or less in value. (e.g. \$375 base fee for 1st CTA, \$750 for 2nd, \$1,125 for 3rd, etc.) If proposed changes are over \$10,000, base fee is \$500 and would increase incremental by \$500 for additional CTA's for the same project. Base fees compound separately for Site CTAs and Building CTAs.	
8	CTA Trade Review Fee	\$80 per trade	
9	Plan Review Fee	One-half building permit fee (\$80 minimum)	
10	Demolition Permit	\$80	
11	Demolition Permit - Central Business District	\$130	
12	Swimming Pool Permit	\$250 per pool flat fee	
13	Temporary Certificate of Occupancy	\$100	
14	Temporary Building Permit	\$80	
15	Class A Manufactured Home Permit	\$80 plus \$3 per \$1000 of valuation	
16	Class B Manufactured Home Permit	\$80	
17	Manufactured Home Pre-Moving Inspection	\$80 plus \$0.45 per mile	

BUILDING INSPECTION			
18	Building Relocation Permit	\$100	
19	Fire Protection Systems (sprinkler) Permit	\$80	
20	Private water and sewer system Permit	\$80 each	
	Inspection Fees (applies to all inspection types)		
21	First Trip	\$35	
22	Second Trip	\$50	
23	Third and subsequent trips	\$75	
	Other Mechanical Permits		
24	Duct work Repair	\$80	
25	Exhaust over one HP	\$80 each exhaust fan	
26	Freestanding Unit	\$80 plus \$2 each unit	
27	Floor Furnace	\$80 plus \$2 each unit	
28	Wall Furnace	\$80 plus \$2 each unit	
29	Steam System	\$80 plus \$2 each radiator	
30	Refrigeration	\$80 plus \$2 per ton	
31	Grease/Vent Hoods	\$80 plus \$80 per hood	
32	Incinerator	\$80 per unit	
33	Fireplaces and Wood Stoves	\$80 per unit	
34	Construction Board of Appeals Hearing	\$250	
35	After hours inspection fee	\$80 per hour (2 hour minimum)	
36	Work without permit fee	Double normal permit fee	
37	Secured Structure	\$250	
38	Temporary Secured Structure	\$50	
39	Signs	\$80 plus \$10 per \$1000 of valuation	
40	Copies	\$0.25 per page	
41	Temporary Signs	\$30	
42	Construction Valuation Table	See Exhibit A at end of fee schedule	

CENTRAL SERVICES			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Special Events		
1	Application Fee	\$25.00	\$100.00
2	Emergency Review Fee (less than 60 days review)	\$125	\$150.00
3	Beer and/or Wine Special Outdoor Café Area or Festival Zone	\$150 (up to 150 people); \$300 (up to 300 people); \$600 (festival zone)	\$250 (up to 150 people); \$350 (up to 300 people); \$700 (festival zone)
4	Home-brew Special Event	\$50.00	\$75.00
	Special Sales		
5	Farmer's Market (assigned locations)	\$100.00	
6	Mobile Food Vendor Unit	\$515.00	\$600.00
7	Street Merchant Assigned Location	\$150 per trimester	\$200.00 per trimester
8	Sidewalk Sale	\$50	
9	Individual Merchant Identification/Badge	\$20.00	\$25.00
10	Replacement Merchant Identification/Badge	\$15.00	\$20.00
	Sidewalk Cafes		
11	Annual Permit Fee	\$100 + \$1.50/S.F.	\$150+\$1.50/S.F
	Publication Racks		
12	Annual Permit Fee	\$225/rack (starting Jan 1, 2025)	
	Public Use of Government Facilities		
13	Application Fee	\$25	
14	Security Fee	\$25 (if after normal operating hours)	
15	Utility Fee	\$5/hr (if after normal operating hours)	
16	Cleanup/Damage Deposit	\$25 (1-25 people) / \$50 (26-50 people) / \$100 (51+ people) \$50 (26-50 people); \$100 (51+ people)	

CENTRAL SERVICES			
	On-Street Parking		
17	Parking Meters	\$3.00 / Hour	
18	Downtown construction permit parking	\$10/space /day; \$75 for violation	
19	Legal Parking Zone Violation - Expired Meter or Display Ticket	\$20.00	
20	Legal Parking Zone Violation - Overtime Parking	\$25.00	
21	Legal Parking Zone Violation - Loading Zones	\$75	
22	Illegal Parking - No Parking Zone	\$75	
23	Illegal Parking - In Disable Person Space	\$300	
24	Illegal parking - Parking on Sidewalk	\$50	
25	Illegal Parking -Parking Outside of Designated Space line	\$75	
26	Illegal Parking - Double Parking	\$75	
27	Illegal Parking - During CBD Restricted Times	\$35	
28	Illegal Parking - Fire Lane	\$75	
29	Illegal Parking - Violation of Posted Sign - ACCGov Property	\$75	
30	Illegal Parking - Improper Parking in Space Designated for Electric Vehicle Charging	\$75	
	Parking Decks & Surface Lots		
31	All Decks - Hourly Parking (subject to time limits)	\$2.00 / Hour	\$2.00 / Hour
32	All Decks - Monthly Keycard Pass	\$85/month	\$100/month
33	All Decks - Monthly Keycard Pass (downtown employees)	\$65/month	\$75/month
34	All Decks - UGA Football Game Days	\$40.00	50

CENTRAL SERVICES			
35	Courthouse Deck - Arrive after 5pm and leave before 7am	\$10	10
36	Courthouse Deck - Arrive after 5pm and leave after 7am	\$15	15
37	All Decks - Maximum Daily Fee	\$15	20
38	Downtown Surface Lots 1-3	\$45/month	\$45/month
39	Downtown Surface Lots 1-3 (downtown employees)	\$35/month	\$35/month
	Parklet Program		
40	Initial application fee	\$100	200
41	Annual application renewal fee	\$50	100
42	Quarterly fee for the first two parking spaces utilized	\$500	
43a	Quarterly fee for the third space	\$1,200	
43b	Quarterly fee for the fourth space	\$1,300	
44	Fee for required signage next to bike lane	\$100	
45	Expense to modify public property for the use of a parklet	At cost	

CORRECTIONS: Diversion Center/Transition Center			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Routine Fees		
1	Registration Fee (one-time per sentence)	\$50.00	
2	Room & Board (based on income) billed weekly	\$90 - \$130	
3	Parking Permit (one-year period)	\$25.00	
4	Staff Transportation to/from work (one-way)	\$10.00	
	Disciplinary Report Fees		
5	Administration Fee (per guilty finding)	\$4.00	
6	Possession of a cellular or wireless device, or a device associated with a wireless communication device (inside the guard lines) (Fee set by Dept. of Corrections)	\$100.00	
7	Positive drug screen, or possession of drugs or a drug-related item (Fee set by Dept. of Corrections)	\$200.00	
8	Positive alcohol screen, or possession of alcohol (Fee set by Dept. of Corrections)	\$100.00	
9	Escape Fee (Fee set by Dept. of Corrections)	\$200.00	
	Other Department Services		
10	Drug Test (Lab cost)	\$15.00	
11	Bus Ticket - single ride (Transit System Fee)	\$0.00	
12	Medical Call/Prescription Refill (Fee set by Dept. of Corrections)	\$5.00	
13	Jail Meal Tray - Regular Diet	\$2.10	
14	Jail Meal Tray - Special Diet	\$2.30	

FINANCE			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Alcohol License and Permit Fees		
1	Class A - Retail Liquor Package	\$5,000.00	\$5,000.00
2	Class B - Retail Beer Package	\$1,030.00	\$1,060.00
3	Class C - Retail Wine Package	\$1,030.00	\$1,060.00
4	Class D - Retail Liquor by the Drink (1)	\$1,540.00	\$1,580.00
5	Class E - Retail Beer by the Drink (1)	\$460.00	\$470.00
6	Class F - Retail Wine by the Drink (1)	\$460.00	\$470.00
7	Class G - Wholesale Liquor	\$5,000.00	\$5,000.00
8	Class H - Wholesale Beer	\$1,170.00	\$1,200.00
9	Class I - Wholesale Wine	\$1,170.00	\$1,200.00
10	Class J - Licensed Alcoholic Beverage Caterer	\$620.00	\$640.00
11	Class K - Brewer, Manufacturer or Malt Beverages Only	\$2,670.00	\$2,740.00
12	Class L - Brew Pub Operator	\$620.00	\$640.00
13	Class M - Broker	\$620.00	\$640.00
14	Class N - Importer	\$620.00	\$640.00
15	Class O - Hotel In-Room Service Liquor, Beer, and Wine	\$620.00	\$640.00
16	Class P - Manufacturer of Wine Only	\$620.00	\$640.00
17	Class Q - Manufacturer of Distilled Spirits Only	\$5,000.00	\$5,000.00
18	Sunday Sales Permit Fee	\$0.00	\$0.00
19	Wine Tasting Permit Fee	\$260.00	\$270.00
20	Growler Tasting Permit Fee	\$260.00	\$270.00
21	After Hours Service Permit Application Fee	\$60.00	\$70.00
22	Temporary Non-Profit Alcohol Permit Fee	\$50.00	\$60.00
23	New Application Fee	\$410.00	\$420.00
24	Change of Ownership/Management Application Fee	\$100.00	\$110.00

FINANCE			
Alcohol License Late Renewal Payment Penalties			
25	November 1st to November 15th	\$210.00	\$220.00
26	November 16th to November 30th	\$310.00	\$320.00
27	After December 1st	20% of annual license fee but no less than \$515, whichever is greater	20% of annual license fee but no less than \$530, whichever is greater
Occupation Tax Certificate (OTC) and Regulatory Fees			
	Number of Employees (annually)		
28	0 -1	\$51.00	\$52.00
29	2-3	\$135.00	\$139.00
30	4 - 6	\$336.00	\$345.00
31	7 -10	\$555.00	\$570.00
32	11-15	\$801.00	\$823.00
33	16-20	\$985.00	\$1,012.00
34	21-35	\$1,262.00	\$1,296.00
35	36-50	\$1,694.00	\$1,740.00
36	51-75	\$2,093.00	\$2,150.00
37	76-100	\$2,648.00	\$2,719.00
38	101-150	\$3,141.00	\$3,226.00
39	151-250	\$3,663.00	\$3,762.00
40	251 and over	\$4,064.00	\$4,174.00
41	OTC Late Payment Penalty & Interest (State Regulated)	10% of amount due + 1.5% monthly interest	10% of amount due + 1.5% monthly interest
42	Administrative Fee	\$50.00 annually	\$55.00 annually
43	Professional Services OTC (State Regulated)	\$400.00	\$400.00
44	Nude Performances	\$210 new/\$155 renewal	\$220.00 new/\$160.00 renewal
45	Massage Parlors	\$210 new/\$155 renewal/\$20 annual individual permit	\$220.00 new/\$160.00 renewal/\$25.00 annual individual permit
46	Pawnbrokers	\$105.00 new/\$77.00 renewal	\$110.00 new/\$80.00 renewal
47	Itinerant Merchant	\$77.00	\$80.00
48	Insurance Company OTC (doing business in county) (State Regulated)	\$150.00	\$150.00

FINANCE			
49	Insurance Company owned branch location (State Regulated)	\$35 per branch in excess of one location	\$35 per branch in excess of one location
50	Independent Insurance Agencies / Brokers (State Regulated)	\$35.00 each branch	\$35.00 each branch
51	Loan Companies that sale, offer, solicit or take applications for insurance in connection with loans (State Regulated)	\$10.00 or 35% of the company license fee, whichever is greater, per location per year	\$10.00 or 35% of the company license fee, whichever is greater, per location per year
52	Trade and Merchandise Shows (Promoters or Operators)	\$205.00 per event	\$210.00 per event
53	OTC Telephone Tax	3% of recurring local service revenues (paid quarterly)	3% of recurring local service revenues (paid quarterly)
	Other Taxes		
54	Financial Institutions Tax (State Regulated)	Greater of 0.25% of gross receipts or \$1,000	Greater of 0.25% of gross receipts or \$1,000
55	Insurance Premium Tax (State Regulated) (Collected and Remitted by State Insurance Commissioner)	1% Premium Tax for life, accident and sickness insurance policy gross direct premiums / 2.5% Premium Tax for all other gross direct premiums	1% Premium Tax for life, accident and sickness insurance policy gross direct premiums / 2.5% Premium Tax for all other gross direct premiums
	Excise Taxes		
56	Mixed Drink Consumption on Premises (State Regulated)	3% gross sales of distilled spirits	3% gross sales of distilled spirits
57	Hotel Motel (State & Local Regulated)	7% of Taxable Sales	7% of Taxable Sales
58	Motor Vehicle Rentals (State Regulated)	3% of Taxable Sales	3% of Taxable Sales
	Wholesale Excise Tax (State Licensed Wholesalers)		
59	Malt Beverage (including Breweries) (State Regulated)	5 Cents per 12 oz. container/\$6.00 per 15 1/2 gallon barrel/\$12.00 per 31 gallon barrel	5 Cents per 12 oz. container/\$6.00 per 15 1/2 gallon barrel/\$12.00 per 31 gallon barrel
60	Wine (State Regulated)	22 Cents per Liter	22 Cents per Liter
61	Liquor (State Regulated)	22 Cents per Liter	22 Cents per Liter

FINANCE			
Franchise Fees			
62	Cable & Video Services (State Regulated)	5% of gross revenue	5% of gross revenue
63	Electric (EMC)	4% of gross sales in county / annual	4% of gross sales in county / annual
64	Electric (GA Power) - Regulated by Public Service Commission	Paid Annually	Paid Annually
65	Gas (Southern Company) - Regulated by Public Service Com.	quarterly	quarterly
Other Fees			
66	Returned Checks	\$21.00	\$22.00

FIRE & EMERGENCY SERVICES			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
1	Changes To Approved Review Fee	Projects under 10,000 sq.ft.: \$150.00 flat fee. Projects over 10,000 sq.ft.: \$0.015 per square foot	Projects under 10,000 sq.ft.: \$200.00 flat fee. Projects over 10,000 sq.ft.: \$0.020 per Square foot
2	Building Construction 10,000 Square Feet or Less	\$150.00 flat Fee	\$200.00 Flat Fee
3	Building Construction more than 10,000 Square feet	Square feet of project x \$0.015 sq. ft.	Square feet of project x \$0.020 per sq. ft.
4	Other Construction	\$150.00 Flat Fee	\$200.00 Flat Fee
5	Fire Sprinkler Plan Review	\$150.00 flat Fee	Up to 10,000 Square Feet \$150.00 10,001 to 30,000 Sq. ft. \$224.00 30,001 sq.ft. to 75,000 sq.ft \$288.00 75,001 sq.ft. to 125,000 sq.ft \$416.00 125,001 sq.ft. to 200,000 sq.ft. \$576.00 Greater than 200,001 sq.ft \$ 768.00
6	Fire Standpipe System Review	No Fee	Up to 4 outlets \$64.00 Each Additional Group of 1-4 Outlets \$32.00
7	Fire Pump Review	No Fee	250
8	Modifications to Existing Fire Sprinkler System	No Fee	0-8 sprinkler heads, no charge. 9-20 Sprinkler Heads \$64.00, 21-50 Sprinkler Heads \$128.00, 51-100 Sprinkler Heads \$192.00, more than 100 Sprinkler Heads \$256.00

FIRE & EMERGENCY SERVICES			
9	Fire Alarm Plan Review	\$150.00 flat Fee	Up to 10,000 Square Feet \$150.00 10,001 to 30,000 Sq. ft. \$224.00 30,001 sq.ft. to 75,000 sq.ft \$288.00 75,001 sq.ft. to 125,000 sq.ft \$416.00 125,001 sq.ft. to 200,000 sq.ft. \$576.00 Greater than 200,001 sq.ft \$ 768.00
10	Modifications to Existing Fire Alarm and Detection System for Tenant Alterations/Additions	No Fee	0-20 Devices \$64.00, 21-50 Devices \$128.00, 51-100 Devices \$192.00, More than 100 Devices \$256.00
11	Site Plan Review Up to 5 Acres	No Fee	\$100
12	Site Plan Review more than 5 Acres	No Fee	\$250
13	Commercial Kitchen Hood Suppression System Plan Review	No Fee	\$100
14	Supplemental Fire Permit Fee for High-Rise Buildings-All Occupancies	No Fee	\$1,250
15	Tents and Temporary Structures	No Fee	\$50
16	Inspection Fees (Applies to all Inspection Types)		
17	First Trip	N/C	N/C
18	First Follow-up	N/C	N/C
19	Second Follow-up	\$100.00	\$150
20	Third Follow-up and each subsequent follow-up	\$150.00	\$200
21	Certificate of Occupancy	\$100.00	\$100
22	Temporary Certificate of Occupancy, Each	\$30.00	\$50
23	Special Events		
24	Exhibit halls plan review and inspection fee, per event	\$30.00	\$50
25	Fireworks/Pyrotechnics demonstrations Permit	\$100.00	\$150
26	Explosive-Blasting Permit	\$100.00	\$120
27	First Blast	N/C	N/C

FIRE & EMERGENCY SERVICES

28	Second and each subsequent blast	\$30.00	\$40
----	----------------------------------	---------	------

LEISURE SERVICES

	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Rental Fees		
	Facility Rentals and Admissions		
1	Refundable Cleaning Deposit - Indoor or Outdoor Space No Kitchen	\$50.00	\$75
2	Refundable Cleaning Deposit - Indoor or Outdoor Space with Kitchen & Pavilions	\$75.00	\$150
3	Concession Stand	\$100.00 / Per Day	\$150 /Per Day
4	Conference Room/Multi-Purpose Room/Classroom Half	\$20.00 / Per Hour - 2 hr. min	\$30 /Per Hr. - 2 Hr Min
5	Dance Center Lobby (without rental of Presentation Hall)	\$25.00/Per Hour - 2 hr. min.	\$25 /Per Hr. - 2 Hr Min
6	Dance Center Presentation Hall	\$100.00 / Per Hour - 2 hr. min	\$150 /Per Hr. - 2 Hr Min
7	Dance Studios	\$50.00 / Per Hour - 2 hr. min	\$50 /Per Hr. - 2 Hr Min
8	Fields - Multi-Purpose	\$50.00 / 4 Hour Block	\$75 /4 Hr Block
9	Fields - Multi-Purpose	\$100.00 / 8 Hour Block	\$125 /8 Hr Block
10	Fields - Softball/Baseball/Soccer	\$100.00 / 4 Hour Block	\$125 /4 Hr Block
11	Fields - Softball/Baseball/Soccer	\$150.00 / 8 Hour Block	\$200 /8 Hr Block
12	Gymnasium - Athletic Use	\$50.00 / Per Hour - Athletic Use	\$75 /Per Hr. - 2 Hr Min
13	Gymnasium - Non-Athletic Use	\$75.00 / Per Hour - Non-Athletic	\$150 /Per Hr. - 2 Hr Min
14	Kitchen (Only with room/location rental)	\$100.00 / Per Day/Event	\$100 /Per Day/Event
15	Large Multi-Purpose Room/Classroom	\$50.00 / Per Hour - 2 hr. min	\$75 /Per Hr. - 2 Hr Min
16	Memorial Park Recreation Hall (with Kitchen)	\$75.00 / Per Hour - 2 hr. min	\$100 /Per Hr. - 2 Hr Min
17	Outdoor Basketball Court	\$16.00 / Per Hour	\$25 /Per Hour
18	Outdoor Classroom--Special Event - SCNC	\$40.00 / 4 Hour Block	\$60 /4 Hr Block

LEISURE SERVICES			
19	Outdoor Classroom--Special Event - SCNC	\$60.00 / 8 Hour Block	\$100 /8 Hr Block
20	Pavilion/Community Building	\$225.00 / 8 Hour Block	\$300 /8 Hr Block
21	Picnic Shelter/BBQ Building--Medium	\$100.00 / 8 Hour Block	\$150 /8 Hr Block
22	Picnic Shelter--Small	\$50.00 / 4 Hour Block	\$75 /4 Hr Block
23	Picnic Shelter--Small	\$75.00 / 8 Hour Block	\$100 /8 Hr Block
24	Sandy Creek Park Campfire Ring	\$20.00 / 8 Hour Block	\$50 /Per Day
25	SCNC Exhibit Hall	\$100.00/ Per Hour - 2 hr. min.	\$150 /Per Hr. - 2 Hr Min
26	SCNC Walker Hall Complex	\$75.00 / Per Hour - 2 hr. min	\$150 /Per Hr. - 2 Hr Min
27	Tennis Courts	\$8.00 / Per Hour	\$10 /Per Hour
28	Tennis Courts Bank of 3	\$24.00 / Per Hour	\$30 /Per Hour
29	Quinn Hall	\$75.00 / Per Hour - 2 hr. min	\$150 /Per Hr. - 2 Hr Min
30	Quinn Hall-Damage Deposit	\$250.00 / Per Rental	\$300 /Per rental
31	Pool Pass - Daily Child	\$1.00 / Person / Day	\$2 /Per Day
32	Pool Pass - Daily Adult		\$3 /Per Day
33	Pool Pass - Per Person - In-County Only	\$20.00 / Season	\$20 /Per Season
34	Sandy Creek Park Admission	\$2.00 per person	\$2 /Per Person
35	Sandy Creek Park Horse Admission	\$2.00 per horse	\$5 /Per Horse
36	Sandy Creek Park Pass - 1 hang tag for personal Vehicle/Non-Commercial	\$50 resident/\$75 non-resident	\$50 /
37	Annual Pass Replacement Fee		\$20 /Per Pass
38	Sandy Creek Park Boat Storage		\$45 /Per Quarter
39	Sandy Creek Park Dog Park Punch Card	\$10 for 12 punches	\$10 /12 punch card
40	Sandy Creek Park Dog Park Reservation	\$1.00 / Per Hour / Per dog	\$1 /per dog per hour
	Morton Theatre		
41	Morton Theatre Conference Room	\$30.00 /Per Day with Event Rental	
42	Morton Theatre Conference Room Mon-Friday without event rental, 8:00 AM - 4:00 PM	\$30.00 / Hour, 2-hour minimum	
43	Morton Theatre Conference Room Evenings and Weekends without event rental	\$50.00 / Hour, 4-hour minimum	

LEISURE SERVICES			
44	Morton Theatre E. D. Harris Pharmacy - With Theatre Rental	\$90/Production Rental	
45	Morton Theatre E. D. Harris Pharmacy - Mon-Thurs, 8:00 AM - 4:00 PM	\$170.00 - Four Hour Block / \$40 additional hour	
46	Morton Theatre E. D. Harris Pharmacy - Evenings and Weekends	\$225.00 - Four Hour Block / \$55 additional hour	
47	E.D. Harris Pharmacy Additional Hours from: 11:00 PM - 8:00 AM	\$85 / hour	
48	Auditorium Full Day Rate: Mon-Wed, 9:00 AM - 11:00 PM	\$575.00	
49	Auditorium Full Day Rate: Thu-Sun, 9:00 AM - 11:00 PM	\$770.00	
50	Auditorium Half-Day Rate, Evening Hours: Mon-Wed, 4:00 PM - 11:00 PM	\$550.00	
51	Auditorium Half-Day Rate, Evening Hours: Thu-Sun, 4:00 PM - 11:00 PM	\$640.00	
52	Auditorium Half-Day Rate, Matinee Hours: Mon-Wed, 9:00 AM - 4:00 PM	\$440.00	
53	Auditorium Half-Day Rate, Matinee Hours: Thu-Sun, 9:00 AM - 4:00 PM	\$500.00	
54	Auditorium NON EVENT USE- Matinee Hourly Rate: Mon-Wed, 9:00 AM - 4:00 PM	\$80 / Hour, 4-hour minimum	
55	Auditorium NON EVENT USE- Evening Hourly Rate: Mon-Wed, 4:00 PM - 11:00 PM	\$90 / Hour, 4-hour minimum	
56	Auditorium NON EVENT USE- Matinee Hourly Rate: Thu-Sun, 9:00 AM - 4:00 PM	\$90 / Hour, 4-hour minimum	
57	Auditorium NON EVENT USE- Evening Hourly Rate: Thu-Sun, 4:00 PM - 11:00 PM	\$100 / Hour, 4-hour minimum	
58	Auditorium Hourly Rate - Additional Hours, 11:00 PM-9:00 AM	\$150.00 / Per Hour rounded up	
	Lyndon House Arts Center		
59	Atrium	\$280.00 / Per Hour - 2 hr. min	
		\$70.00 each additional hr.	

LEISURE SERVICES			
60	Lounge	\$60.00 / Per Hour - 2 hr. min	
		\$15.00 each additional hr.	
61	Multi-Purpose Room	\$90.00 / Per Hour - 2 hr. min	
		\$20.00 each additional hr.	
62	Terrace & Back Lawn	\$120.00 / Per Hour - 2 hr. min	
		\$30.00 each additional hr.	
63	Ware-Lyndon House Front Lawn & Garden	\$120.00 / Per Hour - 2 HR Min	
		\$30.00 each additional hr.	
64	Kitchen	\$100.00 / Flat fee when added to any other room	
65	Lyndon House Event Package	\$600.00 / Per Hour - 2 hr. min \$145 each add. hr.	
	Birthday Party		
66	Party Packages	\$80.00 - \$200.00	\$80 - \$250 /Rental
	Equipment Rentals (Locations limited per item)		
67	Morton Theatre Bleached White Backdrop	\$30.00 / Per Event	
68	Morton Theatre Cinema Style Movie Screen	\$50/Day	
69	Morton Theatre Cocktail Tables	\$10/Unit	
70	Morton Theatre Concert Baby Grand	\$250/Day; Includes 1 Tuning	
71	Professional DLP Projector	\$50.00 / Per Day	
72	Morton Theatre Drum Kit with Cymbals	\$120 / Per Day	
73	Morton Theatre Electric Piano	\$100.00/Production Rental	
74	Morton Theatre Follow spots	\$30.00 / Per Unit Per Day	\$50 /Per unit per day
75	Morton Theatre Forklift	\$10/hour	\$25 /per hour including operator
76	Morton Theatre Gobos	\$15.00 / Per Item	
77	Morton Theatre Handheld Wireless Microphone	\$30.00 / Per Unit Per Day	\$40 /per unit per day
78	Morton Theatre Lighting Upgrade: Moving Lights	\$100/Production Rental	
79	Morton Theatre Livestream Package	\$350/Production Rental	
80	Marley Floor	\$50.00 / Production Rental	\$100 /per production includes labor

LEISURE SERVICES			
81	Morton Theatre Mirror (Disco) Ball	\$30.00 / Production Rental	
82	Morton Theatre Mobile Sound System	\$120.00 / Production Rental	
83	Morton Theatre Table Linens	\$20/item	
84	Morton Theatre Upright Piano	\$150.00 / Per Day	
85	Morton Theatre Tech Supplies Fee (Batteries,Tape)		Cost to ACCGov
86	Sandy Creek Park Canoes/Kayaks (Groups)	\$15.00 / Per Day	
87	Sandy Creek Park Canoes/Kayaks	\$8.00 / Per Hour / \$2 each add hr.	\$8 /Per Boat/Hr - 2 Hour Max
88	Sandy Creek Park Canoes/Kayaks Overtime		\$10 /Per Hour over 2 hour Max
89	SCNC Discovery Box	\$5.00 / 2 Weeks	
90	Special Event 10 Chairs	\$25.00 / Per Day + Delivery Fee	
91	Special Event 20'x20' Tent	\$110.00 / Per Day + Delivery Fee	
92	Special Event 25 Barricades	\$50.00 / Per Day + Delivery Fee	
93	Special Event 4'x8'x16' Stage Platforms	\$20.00 / Per Unit	\$30 /per unit per day
94	Special Event 5 Tables	\$25.00 / Per Day + Delivery Fee	
95	Special Event Mobile Stage	\$800.00 / Per Day / with Set-Up	
96	Special Event Mobile Stage Damage Deposit	\$200.00	
97	Special Event Stage Extension - 4x16	\$330.00 / Per Day / with Set-Up	
98	Tennis Ball Machine	\$10.00 / Per Hour	
	Special Event Fees		
99	Alcohol Fee-Indoor Event	\$50.00 / 50 Attendees or Less	\$100 /4 Hour Limit per Event
100	Alcohol Fee-Indoor Event	\$150.00 / 51 Attendees or More	\$300 /4 Hour Limit per Event
101	Alcohol Fee-Outdoor Event	\$150.00/ < 2000 SF Serving Area	\$300 /4 Hour Limit per Event
102	Alcohol Fee-Outdoor Event	\$300.00/ < 4000 SF Serving Area	\$600 /4 Hour Limit per Event
103	Delivery/Setup/Breakdown Fee Evening/Holiday/Weekend	\$40.00 / Per Staff Per Hour - \$60/Hr after 4 hours	
104	Delivery/Setup/Breakdown Fee M-F 7:00 AM - 3:00 PM	\$25.00 / Per Staff Per Hour	
105	Electricity	\$10 / Per Hour	\$20 /Per Hour
106	Event Staffing--After Regular Hours/Holiday/Weekend	\$40.00 / Per Staff Per Hour	

LEISURE SERVICES			
107	Event Staffing--During Regular Hours	\$25.00 / Per Staff Per Hour	
108	Event Staffing--Technician Support	\$20 - \$45/hour	\$20 - \$60 /hour
109	Field Lights	\$25.00 / Per Hour Per Field or Bank	
110	Field Prep	\$25.00 / Per Staff Per Hour	
111	Outdoor Movie Screen Package - ACCGov only	\$1,000/ 5 hrs/ \$125.00 ea. Add. Hr.	
112	Special Event Application Fee	\$25.00 / Per Event	
113	Special Event Impact Fees	\$100 - \$1500 / Per Event/Size/Location	\$150 - \$5000 /Per Special Event Rental
114	Field Prep Materials (Paint)	At Cost	Cost to ACCGov
115	Tech Equipment Use (Lights/Sound)		
	Program Fees		
	Note: Non-resident charges for programs are 150% of fee listed, rounded up to the nearest dollar.		
	Team Sports		
116	Adult Athletic Leagues	\$100.00 - \$500.00 / Season	
	Adult & Senior		
117	Athletic Programs - Adults	\$10.00 - \$60.00	\$10 - \$100
118	Performing Arts Programs - Adults	\$35.00 - \$115.00	\$35 - \$150
119	Visual Arts Program - Adults	\$25.00 - \$130.00	\$25 - \$150
120	General Recreation & Nature Programs - Adults	\$0.00 - \$40.00	\$0 - \$50
121	Lyndon House Open Studio Membership	\$65 - \$335	\$65 - \$350
122	Adult Trips		\$25 - \$100
	All Ages		
123	Family Programs	\$2.00 - \$35.00	\$0 - \$50
	Youth & Teen		
124	Athletic Leagues - Youth	\$65.00 / Season	\$50 - \$85 /Per Season
125	Athletic Programs - Youth	\$5.00 - \$65.00	\$5 - \$85
126	Competitive Gymnastics	\$60 - \$120 / Month	\$60 - \$160 /Per Month

LEISURE SERVICES			
127	General Recreation and Nature Programs - Youth	\$0.00 - \$60.00	\$0 - \$80
128	Gymnastics Programs	\$35.00 - \$140.00	\$35 - \$160
129	Outreach Programs - Nature Center and Bear Hollow	\$0.00 - \$150.00	\$0 - \$250
130	Performing Arts Programs - Youth	\$5.00 - \$115.00	\$5 - \$140
131	Visual Arts Programs - Youth	\$15.00 - \$65.00	\$5 - \$80

	Special Event Programs		
132	Department Special Events	\$0.00 - \$10.00 Admission Fee	\$0 - \$25
133	Leisure Services Community-Wide Events	\$0.00 - \$10.00 Admission Fee	\$0 - \$25
134	Performance Admission	\$0.00 - \$25.00	\$0 - \$40
	Youth Summer Camps		
135	Mini Camps	\$15 - \$90 / week	\$15 - \$125 /Per Week
136	Day Camps	\$40 - \$175 / week	\$50 - \$200 /Per Week
	Merchandise for Sale		
137	Merchandise for Sale	\$1.00 - \$100.00	\$1 - \$150
138	Program Supply Fee		\$1 - \$500

PLANNING			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	General Business		
1	Community Garden Application	\$50.00/\$10 renewal	
2	Home Occupation Application	\$20.00	
3	Neighborhood Notification Registration Form	\$0.00	
4	Prescribed Grazing Application	\$20.00	
5	Sign Review Application	\$25.00	
	Construction/Development		
6	Incremental CTA Base Fee	Escalating \$375 base fee increase added to compounding base fee for CTAs if proposed changes are \$10,000 or less in value. (e.g. \$375 base fee for 1st CTA, \$750 for 2nd, \$1,125 for 3rd, etc.) If proposed changes are over \$10,000, base fee is \$500 and would increase incremental by \$500 for additional CTA's for the same project. Base fees compound separately for Site CTAs and Building CTAs.	
7	Changes to Approved - Planning Department Review Fee	\$55 per Planning review	
8	Changes to Approved TMP Review Fee	65	
9	Concept Review	\$55.00	
10	Demolition / Relocation Review - Non-Exempt	\$90.00	
11	Demolition / Relocation Review - Exempt	\$25.00	
12	Environmental Areas Permit	\$25.00	
13	Planning Department Inspection	\$50.00	
14	Plans Review Application / Plans Review Handbook	See Plans Review Fee Calculator	
15	Revision Submittal Form	\$25.00 (except plans review)	
16	Timber Harvesting Notification	\$0.00	

PLANNING			
17	Tree Management Plan Application	\$65.00	
18	Telecommunication Facility Registration	\$35.00	
19	Temporary Telecommunication Facility Permit	\$105.00	
20	Zoning Permit - new single family & additions over 50%	\$80.00	
21	Zoning Permit - all other work	\$25.00	
22	Billboard Application	\$25.00	
	Plats/Subdivisions		
23	Preliminary Plat	\$100 plus \$10 per lot	
24	Final Plat - Four lots or less	\$75 plus \$10 per lot	
25	Final Plat - More than four lots	\$150 plus \$10 per lot	
26	Subdivision Site Review	See Plans Review Fee Calculator	
	Boards & Commissions		
27	Appeals of Appointed Board Rulings	\$150.00	
	Hearings Board		
28	Variance - Community Tree Management	\$225.00	
29	Variance - Flood Protection	\$225.00	
30	Variance - Flood plain & Riparian Buffer Areas	\$225.00	
31	Variance - Signs	\$225.00	
32	Variance - Zoning & Development Standards	\$225.00	
33	Variance - Storm Water Management Standards	\$225.00	
34	Variance - Waiver - Forest Management Activity	\$225.00	

PLANNING

Historic Preservation Commission		
35	Certificate of Appropriateness - Staff Review	\$25.00
36	Certificate of Appropriateness - Minor Projects	\$55.00
37	Certificate of Appropriateness - Major Projects	\$505.00
38	Conceptual Preliminary Design Review	
39	Historic Preservation Tax Freeze Application	
	Certificate of Appropriateness - Moderate	\$155.00
Planning Commission		
40	Planned Development Application	\$1,600.00
41	Rezone Application - Type I	\$1,300.00
42	Rezone Application - Type II	\$650.00
43	Special Use Application - Type I	\$1,350.00
44	Special Use Application - Type II	\$850.00
45	Variance Application	\$225.00
46	Alternative Compliance Application - Type III	\$150.00
47	Concept Review Application - Type III	\$150.00
48	Administrative Action Application	\$50.00
49	Pre-Application Conference	\$0.00
Prints/Copies/Maps		
Copies		

PLANNING			
50	8 1/2 X 11 inch, black & white	\$0.25	
51	8 1/2 x 14 inch, black & white	\$0.50	
52	11 x 17 inch, black & white	\$0.50	
	GIS Data Viewer Prints		
53	8 1/2 x 11 inches	\$0.25	
54	8 1/2 x 14 inches	\$0.50	
55	11 x 17 inches	\$1.00	
	Special Orders /Color Prints		
56	8 1/2 X 11 inches	\$8.00	
57	11 x 17 inches	\$10.00	
58	24 x 36 inches	\$25.00	
59	36 x 48 inches	\$35.00	
	KIP Copies		
60	Labor	1st 15 minutes free/then \$15 per hr.	
61	In-house, no labor	\$0.35 per square foot	
62	Other items	\$0.45 per square foot + labor	
63	Topo's	\$2.50 plus labor	
	General Business		
	Ordinances/Studies/Maps		
64	Individual Chapters of Development Regulations	\$5.00	
65	Environmental Areas Ordinance	\$5.00	
66	Sign Ordinance	\$10.00	
67	Comprehensive Plan CD	\$10.00	
68	Infill Housing Study (2008)	\$30.00	
69	Zoning Map	\$35.00	
70	Future Development Map	\$35.00	
71	GIS Data Set	\$50.00	
72	ACC Orthophoto Data (seamless or tiles)	\$50.00	

PUBLIC UTILITIES			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
Water (& Sewer) Service Establishment Fees			
1	Water Deposit	\$50.00	\$75.00
			Deposit amount may be higher based on utility credit history, prior payment history, or accounts risk assessment
2	Service Fee	\$10.00	\$20.00
3	Same day service	\$25.00	
4	Re-establish water service	\$25.00 plus additional expenses	
5	Trip Charge	\$5.00	\$10.00
6	Disconnection Fee	\$25.00	
7	After Hours	\$25.00	
8	Returned Payment Fee	\$20.00	\$35.00
9	Late payment fee	10% of amount due	15% of amount due
10	Meter tampering penalty	\$200.00	
Monthly Water Rates: Single Family Residential			
11	Tier 1: Annual Average (AA)*	\$6.82 per 1000 gallons	\$7.50 per 1000 gallons
12	Tier 2: Up to 50% over AA	\$8.53 per 1000 gallons	\$9.38 per 1000 gallons
13	Tier 3: Between 51% - 99% over AA	\$10.23 per 1000 gallons	\$11.25 per 1000 gallons
14	Tier 4: More than 100% over AA	\$17.07 per 1000 gallons	\$18.78 per 1000 gallons
	* The minimum Annual Average is 3,000 gallons per month		
Monthly Water Rates: Multifamily & Non-Residential			
15	Tier 1 for all use	6.82 per 1000 gallons	7.50 per 1000 gallons

PUBLIC UTILITIES			
Water Monthly Customer Service			
16	Water Monthly Customer Service	\$4.95/month	\$5.20/month
Sewer Monthly Customer Service Fee			
17	Residential sewer use is equal to 100% of water consumption	\$8.38 per 1000 gallons	\$8.80 per 1000 gallons
18	Sewer monthly customer service fee	\$4.95/month	\$5.20/month
Meter Replacement Fee (per month)			
19	5/8 or 3/4-inch meter	\$0.52	0.54
20	1-inch meter	\$1.15	1.18
21	1.5-inch meter	\$3.62	3.72
22	2-inch meter	\$28.11	28.95
23	3-inch meter	\$38.20	39.34
24	4-inch meter	\$52.89	54.47
25	6-inch meter	\$130.32	134.22
26	8-inch meter	\$172.50	177.67
Fire Sprinkler System Charges			
27	1.5 inch meter	\$1.00 / month	
28	2 inch meter	\$1.5 / month	
29	3 inch meter	\$2.00 / month	
30	4 inch meter	\$5.00 / month	
31	6 inch meter	\$10.00 / month	
32	8 inch meter	\$15.00 / month	
33	10 inch meter	\$30.00 / month	
34	12 inch meter	\$45.00 / month	
Industrial/ Commercial Wastewater Surcharge Rates			
35	>250 mg/L Five-Day Biochemical Oxygen Demand (BOD5)	\$0.37per lb.	\$0.39 per lb
36	>250 Total Suspended Solids (TSS)	\$0.37per lb.	\$0.39 per lb
37	101-150 Fats, Oil, Grease (FOG)	\$0.24per lb.	\$0.25 per lb

PUBLIC UTILITIES			
38	151-200 FOG * maximum level	\$175.00 per 1000 lbs.	\$175.00 per 1000 lbs.
	Industrial/ Commercial Wastewater Surcharge Rates (cont.)		
39	Biological Oxygen Demand 5 > 1,000 mg/L	0.39 per lb.	\$0.41 per lb
40	Total Suspended Solids > 1,000 mg/L	0.39 per lb.	\$0.41 per lb
41	101-200 Fats, Oil, Grease (FOG)	0.24 per lb.	\$0.25 per lb
42	>200 FOG Maximum Level	0.59 per lb.	\$0.61 per lb
43	Wastewater discharge permit violation	Up to \$1,200.00 per violation / day	Up to \$1,200.00 per violation / day
	Fire Hydrant Flow and Pressure Measurement Request		
44	24 hour chart of pressure measurement	\$50.00 per chart	\$75.00 per chart
45	Fire Flow Static and Residual Flow and Pressure Measurement	\$50 per measurement	\$75.00 per measurement
46	PUD Plan Review Fee	at avg 5 pages,	at avg 5 pages, no change
	Water and Sewer System Extension Inspection Fee		
47	PUD Utility Extension Permit Fee	\$130 per permit	
48	Water Line	\$1.24 per linear foot of water main	\$1.28 per linear foot of water main
49	Sewer Line	\$2.808 per linear foot of sewer main	\$2.97 per linear foot of sewer main
50	Minimum Charge for Inspection Fee	\$ 300.00 per foot	
	Water and Sewer Evaluation for Connection		
51	Determination of Availability	\$0.00	

PUBLIC UTILITIES			
52	Evaluation of connection to water system	\$50 per connection	
53	Evaluation of connection to sewer system	\$150 per connection	
	PUD Fees for Water and Sewer Construction		
54	Material Cost	Cost determined by job	Cost determined by job
55	Labor Cost	\$1,015.00 per day - minimum 1 day	\$1065.00 per day - minimum 1 day
56	Equipment Cost	\$905.00 per day - minimum 1 day	\$950 per day - minimum 1 day
	Water Meter Charge		
57	3/4-inch meter	\$345.00	\$365.00
58	1-inch meter	\$523.00	
59	1.5-inch meter	\$845.00	\$885.00
60	2-inch meter	\$1,564.00	
61	3-inch meter	\$3,439.00	\$3,560.00
62	4-inch meter	\$8,655.00	
63	6-inch meter	\$13,427.00	
64	8-inch meter	\$15,122.00	
	Water Meter Stub Charge		
65	3/4-inch meter short side	\$1,193.00	Deleted Fee
66	3/4-inch meter	\$2,299.00	\$2,368.00
67	1-inch meter short side	\$1,417.00	Deleted Fee
68	1-inch meter	\$2,530.00	\$2,606.00
69	1.5-inch meter short side	\$1,947.00	Deleted Fee
70	1.5-inch meter	\$3,106.00	\$3,277.00
71	2-inch meter short side	\$2,688.00	Deleted Fee
72	2-inch meter	\$3,725.00	\$3,387.00
73	3-inch meter	Cost determined by job	
74	4-inch meter	Cost determined by job	
75	6-inch meter	Cost determined by job	

PUBLIC UTILITIES			
	Water Meter Connection Fee		
76	3/4-inch meter	\$2,652.25	\$2,729.50
77	1-inch meter	\$6,710.00	\$6,911.00
78	1.5-inch meter	\$13,260.00	\$13,658.00
79	2-inch meter	\$21,200.00	\$21,836.00
80	3-inch meter	\$42,400.00	\$43,672.00
81	4-inch meter	\$66,300.00	\$68,289.00
82	6-inch meter	Calculated per Connection	
83	8-inch meter	Calculated per Connection	
	Sewer Connection Fee		
84	3/4-inch meter	\$4,110	\$4,233
85	1-inch meter	\$10,278	\$10,586
86	1.5-inch meter	\$20,555	\$21,172
87	2-inch meter	\$32,887	\$33,874
88	3-inch meter	\$65,775	\$67,748
89	4-inch meter	\$102,774	\$105,857
90	6-inch meter	Calculated per Connection	
91	8-inch meter	Calculated per Connection	
92	Sewer Connection Fee for Multifamily Construction	3/4 inch sewer connection fee multiplied by 0.6 multiplied by the number of units.	
	Sewer Stub Fee		
93	4-inch stub	\$850	
94	6-inch stub	\$1,625	
95	Casing or manhole if required	Cost determined by job	Cost determined by job
	Other Fees		
96	Paving Cut	\$700.00	\$750.00
97	Casing or additional amount for paving	Cost determined by job	
98	Bull Head Connection	\$100.00	

PUBLIC UTILITIES			
99	Fire Hydrant Meter Rental	\$160 for water usage of 11,200 gallons. Water usage above 11,200 gallons will be charged per 1,000 gallons at the non-residential outdoor water use rate.	
100	GDOT GUPS Permit Application Fee	\$160.00	
	Septage Disposal (Permitted Companies Only) per calendar year (in dollars per gallon)		
101	Portable toilets	Calendar Year 2025 - \$0.15	Calendar Year 2026 - \$0.15
		Calendar Year 2026 - \$0.15	Calendar Year 2027 - \$0.17
102	Holding tanks	Calendar Year 2025 - \$0.15	Calendar Year 2026 - \$0.15
		Calendar Year 2026 - \$0.15	Calendar Year 2027 - \$0.17
103	Septage from ACC	Calendar Year 2025 - \$0.15	Calendar Year 2026 - \$0.15
		Calendar Year 2026 - \$0.15	Calendar Year 2027 - \$0.17
104	Septage from JBOOM	Calendar Year 2025 - \$0.35	Calendar Year 2026 - \$0.35
		Calendar Year 2026 - \$0.35	Calendar Year 2027 - \$0.38
105	Septage from JBOOM by ACC haulers	Calendar Year 2025 - \$0.35	Calendar Year 2026 - \$0.35
		Calendar Year 2026 - \$0.35	Calendar Year 2027 - \$0.38
106	Industrial waste - ACC only	Calendar Year 2025 - \$0.15	Calendar Year 2026 - \$0.15
		Calendar Year 2026 - \$0.15	Calendar Year 2027 - \$0.17

PUBLIC UTILITIES

	Testing		
	Microbiology		
107	Fecal Coliform	\$16.00	\$18.00
108	E. Coli	\$18.00	\$20.00
	General Environment		
109	Ammonia	\$8.00	
110	BOD	\$13.00	
111	COD	\$11.00	
112	pH	\$3.00	
113	Phosphorus, Total	\$10.00	
114	Phosphorus, Ortho.	\$8.00	
115	Solids, Suspended	\$6.00	
116	PFAS	\$400.00	

SOLID WASTE			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
Franchise Fees for Independent Haulers			
1	Initial Franchise Application Fee	\$300.00	
2	Annual Franchise Renewal Fee	\$500.00	
3	Annual Truck Inspection Fee	On the Franchise Renewal Documents adding it to the schedule of fees (per truck)	\$300
4	Franchise Decal Fee Per Truck	\$2.00	
Residential Refuse Services			
5	Residential set-up fee one-time fee at start of service	\$25.00	
6	Return Trip Fee	\$30.00	\$31.50
7	Level Change Fee (1st one within a 12 month period is free)	\$15.00	\$15.75
8	Overflow Sticker, each.	\$2.00	\$3.00
Roll Cart Service (totals per month)			
9	Vacant Rate with active water service	\$20.90	
10	20 gal	\$24.20	\$25.41
11	32 gal	\$27.50	\$28.88
12	64 gal	\$33.83	\$35.52
13	96 gal	\$44.00	\$46.20
14	Two 64 gallon carts	\$58.03	\$60.93
15	64 & 96 gallon carts	\$78.65	\$82.58
16	Two 96 gallon carts	\$82.50	\$86.63
17	Premium Backyard Service Upgrade (cost above curbside service)	\$33.00	\$34.65
Downtown Residential Service (Lofts in CBD)			
18	Bags are no longer required. These customers' must use the Eco-Stations (Cost per bag if needed \$1.50 and \$0.20)	\$55.77	\$58.56
19	Pedestrian Trash or recycling only Container TIP (outside CBD)	\$17.25	\$18.11
Commercial Refuse Services			
Commercial Curbside (totals per month)			
20	Outside Downtown - Twice a week service/no food or bar service	\$47.75	\$50.14
21	Outside Downtown - Three times a week service serving food	\$51.00	\$53.55

SOLID WASTE			
22	Outside Downtown - Service serving 1 meal a week	\$148.25	\$155.66
23	Outside Downtown - Service serving 2 or more meals a day	\$289.75	\$304.24
24	Outside Downtown - Service for large business	\$577.50	\$606.38
25	Downtown Service/no food or bar service	\$51.00	\$53.55
26	Downtown Service serving 1 meal a day	\$148.25	\$155.66
27	Downtown Service serving 2 or more meals a day	\$289.75	\$304.24
28	Downtown Service for large business; multiple carts	\$577.50	\$606.38
29	Outside Downtown recycling only only Services Only - one fixed price for 1 to 5 (96 gallon) carts	\$44.50	\$46.73
	Commercial Dumpster (totals per month)		
	Trash customers get recycling only only services at no additional charge		
30	2 yard trash serviced once a week	\$150.00	\$157.50
31	4 yard trash serviced once a week	\$175.00	\$183.75
32	6 yard trash serviced once a week	\$225.00	\$236.25
33	8 yard trash serviced once a week	\$250.00	\$262.50
34	split dumpster serviced once a week	\$175.00	\$183.75
35	2 yard trash serviced twice a week	\$250.00	\$262.50
36	4 yard trash serviced twice a week	\$325.00	\$341.25
37	6 yard trash serviced twice a week	\$375.00	\$393.75
38	8 yard trash serviced twice a week	\$450.00	\$472.50
39	split dumpster serviced twice a week	\$325.00	\$341.25
40	2 yard trash serviced three times a week	\$375.00	\$393.75
41	4 yard trash serviced three times a week	\$450.00	\$472.50
42	6 yard trash serviced three times a week	\$550.00	\$577.50
43	8 yard trash serviced three times a week	\$650.00	\$682.50
44	split dumpster serviced three times a week	\$450.00	\$472.50
45	2 yard trash serviced four times a week	\$475.00	\$498.75
46	4 yard trash serviced four times a week	\$575.00	\$603.75
47	6 yard trash serviced four times a week	\$725.00	\$761.25
48	8 yard trash serviced four times a week	\$850.00	\$892.50
49	split dumpster serviced four times a week	\$600.00	\$630.00
50	2 yard trash serviced five times a week	\$575.00	\$603.75
51	4 yard trash serviced five times a week	\$725.00	\$761.25
52	6 yard trash serviced five times a week	\$1,100.00	\$1,155.00
53	8 yard trash serviced five times a week	\$1,230.00	\$1,291.50
54	split dumpster serviced five times a week	\$725.00	\$761.25
55	2 yard recycling only serviced once a week	\$90.00	\$94.50
56	4 yard recycling only serviced once a week	\$100.00	\$105.00
57	6 yard recycling only serviced once a week	\$110.00	\$115.50
58	8 yard recycling only serviced once a week	\$120.00	\$126.00
59	2 yard recycling only serviced twice a week	\$170.00	\$178.50

SOLID WASTE			
60	4 yard recycling only serviced twice a week	\$180.00	\$189.00
61	6 yard recycling only serviced twice a week	\$190.00	\$199.50
62	8 yard recycling only serviced twice a week	\$200.00	\$210.00
63	2 yard recycling only serviced three times a week	\$220.00	\$231.00
64	4 yard recycling only serviced three times a week	\$230.00	\$241.50
65	6 yard recycling only serviced three times a week	\$240.00	\$252.00
66	8 yard recycling only serviced three times a week	\$250.00	\$262.50
67	2 yard recycling only serviced four times a week	\$300.00	\$315.00
68	4 yard recycling only serviced four times a week	\$310.00	\$325.50
69	6 yard recycling only serviced four times a week	\$320.00	\$336.00
70	8 yard recycling only serviced four times a week	\$340.00	\$357.00
71	2 yard recycling only serviced five times a week	\$360.00	\$378.00
72	4 yard recycling only serviced five times a week	\$370.00	\$388.50
73	6 yard recycling only serviced five times a week	\$380.00	\$399.00
74	8 yard recycling only serviced five times a week	\$390.00	\$409.50
75	Extra tip of a 2 yard dumpster as trash	\$35.00	\$36.75
76	Extra tip of a 4 yard dumpster as trash	\$40.00	\$42.00
77	Extra tip of a 6 yard dumpster as trash	\$55.00	\$57.75
78	Extra tip of a 8 yard dumpster as trash	\$60.00	\$63.00
79	Blocked Dumpster	\$0.00	\$31.50
	Waste Minimization Fee		
80	Residential Fee	\$0.60 per month	
81	Small Business (Commercial)	\$1.60 per month	
82	Large Business (Commercial)	\$1.60 per month	
83	Institutional (Collegiate)	\$0.70 per student	Prearranged Flat Fee
	Special Pickups		
84	Pickup for 1 or 2 trash/debris items	\$50.00 per trip	
85	Pickup for 3 or more trash/debris items	\$100.00 plus the weight of disposal; plus current tip fee	
86	Pickup of Leaf & Limb materials	\$75.00 plus the weight of disposal; plus current tip fee	
87	Return Trip Fee	Adding to match the residential fee	\$30.00
88	Cooking Grease	\$3.00 per 5 gallon container	
	Center for Hard to recycling only Materials (CHaRM)		

SOLID WASTE			
89	Residential Customers with loads of mixed material that contain Styrofoam, shredded paper, scrap metal, plastic bags/wrap, mixed recyclables, pallets, food scraps.	No charge, no facility fee	
90	Facility Fee for ACC businesses and residents	\$3 per trip	
91	Facility Fee for non-ACC businesses and residents	\$8 per trip	
92	Cleaners/Chemicals/Fertilizers/Automobile Fluids	\$5 per gallon	
93	Dangerous chemicals requiring separate Lab Pack handling	\$10 per container	
94	Document Destruction	\$2 per box	
95	Light bulbs	\$0.50 each	\$1.00/\$2.00
96	Tires	\$3 per tire	
97	Sharps/syringes	\$5 per container	
98	Media (CDs, DVDs, audio/video tapes)	\$0.50 per pound	
99	ACC Department Operations	Material Processing Fees Apply	
100	Automotive/plate glass	No Charge	
	Landfill		
101	Commercial Trash:	\$70.00	\$75.00
102	Residential Trash:	\$20 min starting with one bag of trash/\$3.00 per bag for up to six bags	
	Leaf & Limb (yard debris)		
103	Commercial Yard Debris:	\$25.50 per ton	
104	Residential Yard Debris:	\$25.50 per ton/\$5.00 minimum	
	Composting Fees		
105	Event Composting Permit Fee (Managed by recycling only Educators)	\$25.00 per event	
106	Bio-solids	\$100/ton	
107	Food scraps, organics from residential/small commercial sources		
108	Food Scraps Compost Contamination Fee (Glass/metal, etc.)	\$20 per incident	
	Composting Sales		
109	Bio-solid Compost	\$20 per cubic yard	
110	Food Scrap Compost	\$30 per cubic yard	
	Commercial Composting (restaurants, hair salons, etc.)		
111	One Collection Per Week	\$46.00	
112	Two Collection Per Week	\$69.00	
113	Three Collection Per Week	\$76.00	

SOLID WASTE			
114	Four Collection Per Week	\$85.00	
115	Five Collection Per Week	\$95.00	
116	Number of 32 gallon roll carts; \$5.00 each; first one is included in monthly rate	\$8.50	
117	Commercial Composting Cart Cleaning Fee (Upon Request)	\$50.00	
118	Commercial Composting Cart Replacement Fee	\$75.00	
	Other Disposal or recycling only Services		
119	Clothing & Shoes	No Charge - Must be clean & bagged securely & placed in the available bins	
120	Cooking grease	No Charge -Used cooking grease/oil	
121	Televisions	\$5.00 per computer or TV Monitor	
122	Metal	No Charge - Large and small appliances, vacuum cleaners, fans, etc.	
123	Car batteries	No Charge	
124	Paint	\$2.00 / can or \$10.00 / 5 gallon bucket	
125	Propane tanks	\$5.00 per tank (all sizes)	
126	Tires	\$3.00 per standard passenger/light truck tire without rims	
		\$10.00 per commercial truck tire without rims	
		\$25.00 for tractor tires	
		\$220 per ton commercial rate	
127	Mattress or Box springs	\$10.00 per piece	\$10.00 per piece when recycled and \$50.00 per piece when landfilled
	Roll-off Container Services		
128	Roll-off Container Fee (trash)	\$75 - \$125 plus tip fee	
129	Roll-off Container Fee (recyclables)	Market Driven	
130	Weekly Rental Fee	\$100 per week (first week no additional charge)	

SOLID WASTE

	Clear Stream Fees		
131	Delivery of Clear Stream Container(s)	\$35	
132	Pickup of Clear Stream Container(s)	\$35	
133	Delivery and Pickup for Clear Stream Container(s)	\$70	

SUSTAINABILITY			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
1	Level II Electric Vehicle Chargers - Park and Ride	\$0.75/Hour	
	Level II Electric Vehicle Chargers - Other Locations		
2	0-2 Hours	\$0.75/Hour	
3	2-4 Hours	\$1.50/Hour	
4	After 4 Hours	\$3.00/Hour	

TRANSIT			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
	Single Ride		
1	Adults	\$0.00	
2	Senior/Disabled (Peak-hours)	\$0.00	
3	Children / Youth (0-18 years old)	\$0.00	
4	Demand Response	\$0.00	
5	Transfer	\$0.00	
6	UGA Contract Rate	\$0.00	
7	Bulk Multiple Ride Single Passes Each	\$0.00	
	22-Ride Passes		
8	Adults	\$0.00	

TRANSPORTATION AND PUBLIC WORKS			
	Subject	Current Fee/Unit	Proposed Fee (if changing)
1	Road, Lane, and Sidewalk Closure Report [Traffic]	\$76/permit	
1a	Road Closure with Detour Traffic Control Plan Review [Traffic]	\$165/per submittal	
1b	Road Closure with Detour Traffic Control Re-Review Fee	\$165/per submittal	
2	Traffic Control Plan Review [Traffic]	\$165/Per Project	
2a	Traffic Control Plan Re-Review Fee	\$165/per submittal	
3	Traffic Impact Analysis [Traffic]	\$344/Per Project	
4	Construction Plan Review	\$520 / Per Project (2 reviews)	
4a	Roadway Construction	\$65/lane mile	
4b	Field Change Impact Review Fee	\$220/per review	
5	Construction Plans Re-review Fee	\$275 for each submittal after initial and 1st revision	
5a	Stormwater Plans Review - Re-review Fee	\$250 for each submittal after initial and 1st revision	
5b	Construction Plan CTA - Review Fee	\$275 for each submittal	
5c	Stormwater CTA - Review Fee	\$250 for each submittal	
6	Storm water Management Plan Review	\$250 for each submittal after initial and 1st revision	
6a	Single Family Residential - Stormwater Inspection	\$181	
6b	Single Family Residential - Minor Stormwater Review	\$43	
7	E&SC - NPDES Review	\$45.00 / Disturbed Acres	
8	E&SC/Construction Violation & Re-inspection Fee	\$200.00 / Violation	
9	Land Disturbance Activity Permit**	\$410 / Per Disturbed Acre (Six Month Permit)	

TRANSPORTATION AND PUBLIC WORKS

	<i>**Land Disturbance Permits must be renewed after 6 months if project is not complete.</i>		
	Remaining LD Fee will be charged based on site activity as follows:		
10	Active Grading	\$35 / per disturbed acre per month	
11	Second Phase Stabilization (Second Phase E&S Plan active, base material install, underground infrastructure installed)	\$35 / per disturbed acre per month	
12	Final Stabilization	\$35 / per disturbed acre per month	
13	ROW Encroachment Permit	\$115 / Per Permit	
14	Driveway Permit - New Construction	\$85.00 / Per Permit	
14a	Driveway Permit - Repair	\$79 / Per Permit	
15	Floodplain Construction Permit	\$65.00 / Per Project	
16	Bid Packages	\$50.00 / Per Package	
17	Residential Parking Permit (Two passes - two vehicles)	\$10.00 / Per Residence housing)	
18	Temporary Residential Parking Permit	\$5.00 / Per Day	
19	Small Cell - Application, ROW	\$115 / per application	
19a	Small Cell - Collocation Application	\$100 / per location	
19b	Small Cell - Collocation Annual Fee	\$100 / per location	
19c	Small Cell - Replacement Pole - Application Fee	\$250 / per location	
19d	Small Cell - Replacement Pole - Annual Fee	\$100 / per location	
19e	Small Cell - New Pole Application Fee	\$1000 / per location	
19f	Small Cell - New Pole Annual Fee	\$200 / per location	
19g	Small Cell - Collocation of Authority Pole	\$40 / per location	

TRANSPORTATION AND PUBLIC WORKS			
19h	Small Cell - Traffic Signal locate	\$201 / per location	
19i	Small Cell - Utility Coordinator Review	\$70 / Per Review	
20	Stormwater Utility Annual Billing	\$2.86 x ERU = Base Charge	
21	*ERU = Equivalent runoff unit	\$1.19 x ERU = Quantity Charge	
		\$0.79 x ERU X Water Quality Factor = Quality Charge	

EXHIBIT A
Athens-Clarke County Building Valuation Table
BUILDING INSPECTION DEPARTMENT

ICC Occupancy Classification	ICC Construction Type								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	205.49	198.73	194.00	185.97	174.87	169.82	180.09	159.73	153.74
A-1 Assembly, theaters, without stage	188.02	181.27	176.53	168.50	157.62	152.57	162.62	142.48	136.49
A-2 Assembly, nightclubs	159.94	155.44	151.75	145.56	137.43	133.64	140.51	124.39	120.26
A-2 Assembly, restaurants, bars, banquet halls	159.10	154.60	150.06	144.72	135.75	132.80	139.67	122.71	119.42
A-3 Assembly, churches	188.88	182.13	177.39	169.36	159.65	154.60	163.48	144.51	138.52
A-3 Assembly, general, community halls, libraries	158.84	152.08	146.51	139.32	127.55	123.38	133.44	112.45	107.30
A-4 Assembly, arenas	187.18	180.43	174.85	167.66	155.93	151.73	161.78	140.80	135.65
A-4 Assembly, outdoor	187.18	180.43	174.85	167.66	155.93	151.73	161.78	140.80	135.65
B Business	164.82	158.83	153.90	146.40	133.85	128.85	140.78	117.60	112.48
E Educational	174.55	168.56	164.17	156.70	146.09	138.72	151.32	127.59	123.94
F-1 Factory and industrial, moderate hazard	97.02	92.55	87.40	84.01	75.50	71.99	80.52	62.09	58.54
F-2 Factory and industrial, low hazard	96.17	91.71	87.40	83.17	75.50	71.15	79.68	62.09	57.70
H-1 High Hazard, explosives	90.75	86.29	81.98	77.75	70.26	65.91	74.26	56.86	0.00
H234 High Hazard	90.75	86.29	81.98	77.75	70.26	65.91	74.26	56.86	52.46
H-5 HPM	164.82	158.83	153.90	146.40	133.85	128.85	140.78	117.60	112.48
I-1 Institutional, supervised environment	164.07	158.50	153.91	147.42	135.81	132.12	147.50	121.66	117.87
I-2 Institutional, hospitals	275.74	269.75	264.82	257.31	243.91	0.00	251.70	227.66	0.00
I-2 Institutional, nursing homes	191.39	185.40	180.47	172.97	161.26	0.00	167.35	145.01	0.00
I-3 Institutional, restrained	187.36	181.37	176.44	168.94	157.45	151.60	163.32	141.20	134.39
I-4 Institutional, day care facilities	164.07	158.50	153.91	147.42	135.81	132.12	147.50	121.66	117.87
M Mercantile	119.10	114.60	110.06	104.72	96.13	93.17	99.67	83.09	79.79
R-1 Residential, hotels	165.61	160.04	155.45	148.96	137.13	133.44	149.04	122.98	119.19
R-2 Residential, multiple family	138.89	133.32	128.72	122.24	111.07	107.38	122.32	96.92	93.13
R-3 Residential, one- and two-family	129.61	126.09	122.84	119.75	115.37	112.33	117.75	107.95	101.61
R-4 Residential, care/assisted living facilities	164.07	158.50	153.91	147.42	135.81	132.12	147.50	121.66	117.87

S-1 Storage, moderate hazard	89.91	85.44	80.30	76.91	68.58	65.07	73.42	55.17	51.62
S-2 Storage, low hazard	89.07	84.60	80.30	76.06	68.58	64.23	72.57	55.17	50.77
U Utility, miscellaneous	67.04	63.31	59.35	56.39	50.87	47.54	53.88	40.22	38.30

- a. Private garages, carports, porches and storage buildings use Utility, miscellaneous
- b. Unfinished basements (all use groups) = \$25.00 per sq. ft.
- c. For shell only buildings deduct 20 percent of calculated valuation
- d. 0.00 valuation indicates not permitted
- e. Decks (all use groups) = \$20.00 per sq. ft.

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE WESTERN
JUDICIAL CIRCUIT, THE OCONEE COUNTY BOARD OF COMMISSIONERS,
AND THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**

THIS AGREEMENT is entered into this ___ day of _____, 2025, between the Circuit Public Defender Office of the Western Judicial Circuit (herein referred to as "the Circuit Public Defender Office"), the Georgia Public Defender Council (hereinafter "GPDC"), the Oconee County Board of Commissioners, a body politic and corporate, and a political subdivision of the State of Georgia and the Unified Government of Athens-Clarke County, a body politic and corporate, and a political subdivision of the State of Georgia (herein referred to as "the Unified Government") and is effective July 1, 2025, except as provided in Section 5.10.

WITNESSETH:

WHEREAS, the Circuit Public Defender Office, the Oconee County Board of Commissioners and the Unified Government enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which is effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-34, which is effective January 1, 2005, provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each

county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which is effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the Oconee County Board of Commissioners is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Unified Government is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Circuit Public Defender Office of the statutorily required services to the

Oconee Board of Commissioners and the Unified Government;

(2) The payment for additional personnel and services by the Oconee Board of Commissioners and the Unified Government;

3) The provision by the Oconee Board of Commissioners and the Unified Government of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner; and

(4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Circuit Public Defender Office agrees to provide for the Western Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Circuit Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Cases prosecuted in the Superior Courts of the Western Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;

2) Hearings in the Superior Courts of the Western Judicial Circuit on revocation of probation;

3) Cases prosecuted in the Juvenile Courts of Oconee County and Athens-Clarke County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

4) Direct appeals from a decision in cases described in 1), 2), and 3) above.

Section 1.03 Conflicts. GPDC agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

Article 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Oconee County Board of Commissioners and the Unified Government agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a 5% administration fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. Such employees shall not be deemed to be employees of the Oconee County Board of Commissioners or the Unified Government.

ARTICLE 3

OPTIONAL PROVISIONS

ARTICLE 4

MISCELLANEOUS

Section 4.01 Term. The term of this agreement is 12 months, beginning July 1, 2025 and ending June 30, 2026.

Section 4.02 Maintenance of effort. The Oconee Board of Commissioners and the Unified Government agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the levels specified in Attachments A and B of this contract for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to continue to operate the circuit public defender office on and after July 1, 2025.

Section 4.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 4.04 Cooperation, dispute resolution and jurisdiction.

(a) The Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government acknowledge that they continue to engage in a new venture and that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia.

Section 4.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Western Judicial Circuit Public Defender Office:

John W. Donnelly
Circuit Public Defender
440 College Avenue, suite 220
Athens, GA, 30601

Georgia Public Defender Council:

Omotayo Alli, Director
Georgia Public Defender Council
270 Washington Street SW, Suite 6079
Atlanta, Georgia 30334

County Commission of Oconee County:

Chairman John Daniell
Oconee County Board of Commissioners
7635 Macon Highway
Box 100
Watkinsville, GA 30677

Unified Government of Athens-Clarke County:

Bob Cowell, Manager
Unified Government of Athens-Clarke County
301 College Avenue
Suite 303
Athens, GA 30601

Section 4.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject

matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 4.07 Termination.

(a) Due to non-availability of funds. In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the Oconee Board of Commissioners or the governing authority of the Unified Government) is reduced during the term of this agreement, the Circuit Public Defender Office may make financial and other adjustments to this agreement and notify the Oconee Board of Commissioners and the Unified Government accordingly. An adjustment may be an agreement, amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 5.05 by the counties to receive notice is conclusive. Either the Oconee Board of Commissioners or the Unified Government shall promptly notify the Circuit Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Circuit Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Oconee Board of Commissioners and Unified Government and the Circuit Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured

within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Circuit Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Oconee Board of Commissioners and the Unified Government no later than 30 days after the effective date of written notice of termination and the Oconee Board of Commissioners and the Unified Government shall pay the amounts due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Circuit Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) Post-termination obligations. After termination of this agreement pursuant to this Section, the Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government agree to comply with the provisions of Section 5.08 (b).

Section 4.08 Cooperation in transition of services.

(a) During or at the end of the agreement. The Circuit Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Oconee Board of Commissioners and the Unified Government to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the counties of the client records. The Oconee Board of Commissioners and the Unified Government shall compensate the Circuit Public Defender for all post-termination or post-expiration services under this subsection, each county being responsible for costs associated with cases in their respective courts. The Circuit Public Defender Office shall submit a monthly expenditure report containing all charges

incurred during the preceding month on or before the 5th day of each month. The Oconee Board of Commissioners and the Unified Government shall pay the amounts due within 15 days of the receipt of the monthly expenditure reports. This subsection survives the termination or expiration of the agreement.

(b) Statutory responsibility continuation. The Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government acknowledge that each have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve any party of their responsibility under the law.

Section 4.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 4.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

Unified Government of
Athens-Clarke County

BY: _____
Kelly Girtz, Mayor

ATTEST:

Clerk

Oconee County Board
of Commissioners

BY: _____
John Daniell

Chairman

ATTEST:

Clerk

Circuit Public Defender
Office of Western
Judicial Circuit

BY: _____
John W. Donnelly
Circuit Public Defender

ATTEST:

Consented to:

Georgia Public Defender
Council

BY: _____
Omotayo Alli
Director

ATTEST:

ATTACHMENT A

Definition. For the purposes of this agreement and this attachment the term "Additional Services" means services provided by the Circuit Public Defender Office in addition to those services that the Circuit Public Defender Office is required by law to provide, and as set forth in Section 1.02 of this contract above.

Additional Services. The Circuit Public Defender Office agrees to provide and the Oconee Board of Commissioners and the Unified Government agree to pay for the "additional services" described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administration fee. Any additional personnel employed by the Circuit Public Defender Office pursuant to this attachment are full-time state paid employees of the Circuit Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Circuit Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Circuit Public Defender's caseload reaches a size that prevents the Circuit Public Defender from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Circuit Public Defender may give the Oconee Board of Commissioners and the Consolidated Government 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the suspension. The Circuit Public Defender Office shall give the Oconee Board of Commissioners and the Unified Government 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the Oconee Board of Commissioners and the Unified Government receive notice from the Circuit Public Defender Office of its intent to lift

the suspension, the Oconee Board of Commissioners and the Unified Government may elect to terminate their obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties' obligations under this attachment shall immediately terminate subject to the provisions of Section 5.08.

SERVICES TO BE PROVIDED BY THE CIRCUIT PUBLIC DEFENDER OFFICE:

The Circuit Public Defender shall provide **initial interviews** for all persons who request such interviews, and are accused of violating the criminal laws of the State of Georgia in Athens-Clarke County, Georgia or Oconee County, Georgia, or are charged with a delinquent act in either county. A determination shall be made as to whether said persons meet the financial eligibility guidelines for a court appointed attorney, as established by the Georgia Public Defender Council.

The Circuit Public Defender shall provide **representation** to persons who meet the financial eligibility guidelines and who are charged as set forth in Section 1.02 above, and also in non-statutory cases in the juvenile courts, State Court of ACC, Municipal Court of ACC, and Probate Court of Oconee County as outlined below.

Further, as part of "Additional Services" the Circuit Public Defender shall provide legal representation for indigent persons who are accused of a violation of the criminal laws of the State of Georgia or local ordinance violations, or are a named party in a dependency case in which DFCS is involved in Oconee County; who are required to appear before the State or Municipal Courts of Athens-Clarke County; as well as the Probate Court of Oconee County; and for whom legal representation is required under either the Constitution of the State of Georgia or the Constitution of the United States.

Municipal Court of Athens-Clarke County As part of "Additional Services" the Circuit Public Defender shall

assign attorneys to handle certain indigent cases in the Municipal Court of Athens-Clarke County (hereafter "Municipal Court"). The Circuit Defender will represent all indigent persons in custody who are brought before the Municipal Court during jail call, and the Circuit Defender will represent all indigent persons who are answerable to the Municipal Court and are charged with at least one of the following offenses: Driving Under the Influence, Fleeing or Attempting to Elude, Possession of Marijuana, Aggressive Driving, Racing, Leaving the Scene of an Accident, Underage Possession of Alcohol, Sale of Alcohol to a Person under 21, Unlawful/Fictitious Use of License, Driving without a license and Shoplifting. The Circuit Public Defender will represent defendants under 21 who are charged with an offense that would result in license suspension pursuant to O.C.G.A. 40-5-125. The Circuit Public Defender will not represent defendants charged with animal control, litter, nuisance, noise, garbage disposal, abandoned vehicles, or any other "Quality of Life" ordinance violations. This representation shall be consistent with the standards of the Georgia Public Defender Council.

Probate Court of Oconee County As part of "Additional Services" the Circuit Defender will represent (beginning October 1, 2013) all indigent persons in custody who are brought before the Probate Court and the Circuit Defender will represent all indigent persons who are answerable to the Probate Court and are charged with at least one of the following offenses: Driving Under the Influence, Fleeing or Attempting to Elude, Possession of Marijuana, Aggressive Driving, Racing, Leaving the Scene of an Accident, Underage Possession of Alcohol, Sale of Alcohol to a Person under 21, Unlawful/ Fictitious Use of License, and Driving While License Suspended. The Circuit Defender shall represent defendants in Probate Court probation revocation hearings upon appointment of the Probate Court Judge, or upon a determination being made that the complexity of the factual allegations or severity of the consequences require representation. This representation shall be consistent with the standards of the Georgia Public Defender Council.

At the funding level specified in this agreement it is contemplated that the Public Defender shall have one full-time attorney assigned to Municipal Court of

Athens-Clarke County, one full-time attorney assigned to Magistrate's Court (in both counties) and appeals, one full-time attorney assigned to Municipal and Magistrate Court (ACC), one attorney assigned to Juvenile Court (in both counties), four attorneys assigned to Athens-Clarke County State Court and Oconee Probate Court, and two attorneys assigned to each (of four) Superior Courts.

Excluded from the "Additional Services" to be provided by the Circuit Defender are cases that would create a conflict of interest for the Circuit Defender. The Circuit Defender will inform the appropriate Court as to whether or not the defendants in such cases are eligible for a court-appointed attorney and the Court shall make arrangements for appointing and funding conflict-free counsel.

For the purposes of this agreement a conflict of interest will be deemed to exist in the following circumstances: i) cases where the representation of multiple defendants in regard to a single incident presents a conflict between defendants; ii) cases where the Circuit Defender represents a defendant in one case and the victim in that case is the defendant in another case and seeking representation from the Circuit Defender; iii) where the Circuit Defender represents a defendant in one case and a prosecution witness in that case is the defendant in another case and seeking representation from the Circuit Defender; iv) where an employee of the Circuit Defender is a material witness to the crime or a victim of the crime; v) where the representation of a defendant would cause the attorney to be in violation of any canon or standard set by the Supreme Court of Georgia, the Georgia State Bar, the Georgia Public Defender Council, or any other regulatory agency; or vi) where the presiding judge determines in an individual case that a conflict exists.

Also **not to be included** among those persons eligible for the services of the Circuit Defender are those individuals who are charged with the offense of misdemeanor bad check; who are required to answer this charge before the Magistrate Court of Oconee County or Athens-Clarke County; and for whom a conviction would not result in confinement.

PAYMENT FOR ADDITIONAL SERVICES

The Oconee County Board of Commissioners agrees to pay the Public Defender Office two hundred sixty-eight thousand and four hundred

twenty-five dollars (\$268,425) and the Unified Government agrees to pay the Public Defender Office two million, three hundred and fifty-nine thousand, one hundred and fifty-six dollars (\$2,359,156) in twelve installments. Payments will be made directly to the GEORGIA PUBLIC DEFENDER COUNCIL, 270 Washington Street, SW, Suite 6079, Atlanta, Georgia 30334, with the first installment due on July 1, 2026 in an amount equal to one twelfth of the amount of the total. The remaining eleven payments shall be due on the first day of each month beginning on August 1, 2026, and said remaining payments shall be for one twelfth of the contract amount. The recipient of said payment shall be "The Georgia Public Defender Council". The Public Defender Office agrees to use these funds for the purpose of paying the **salary, benefits, and administrative costs** for the **staff** involved in providing services in Paragraph 1.02 and "Attachment A" above. The above amount is inclusive of the Administrative Costs described in Section 3.1 above and denominated in ATTACHMENT B below.

The Unified Government and the Oconee Board of Commissioners agree to continue to **supplement** the salary of the Circuit Public Defender in the amount of **five thousand dollars (\$5000)**. The Unified Government will contribute \$4,500 toward the supplement and will pay this amount by August 1, 2026 to the finance department of Oconee County. Oconee County shall pay the Circuit Public Defender the supplement in twelve equal monthly payments, and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2026, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 170 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, the County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. The county agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. The County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. The County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. The County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer, secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. The County agrees that it will not hire any employee terminated by the Department for misconduct or who resigns from the Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Thirty Dollars (\$30.00) per State Offender per day for the duration of this Agreement. The County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, the County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in the approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2026 until 11:59 p.m. on June 30, 2027 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, the Department shall pay the County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due to the County may be applied by the Department against amounts due or claimed to be due to the Department. If the County fails to comply with the provisions of this Agreement, the Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the County prior to the effective date of termination. The County shall be liable to the Department for any

additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. The County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, The County further agrees to cooperate with the Department in any audit, inspection, or investigation by the Department or other entity relating to the County's compliance with PREA. The Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and the County will provide such documents or records at the Department's request. The County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:	Unified Govt. of Athens-Clarke County Manager, Bob Cowell P.O. Box 1868 Athens, GA 30603
With a copy to:	Athens-Clarke County Prison Warden, Charles Mason 2825 County Farm Road Athens, GA 30605
If to the Department:	Bryan S. Wilson General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3 rd Floor P.O. Box 1529 Forsyth, Georgia 31029
With a copy to:	Benjamin Ford Facilities Director Georgia Department of Corrections State Office South, Gibson Hall, 1 st Floor P.O. Box 1529 Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

- a. The Department agrees to reimburse the County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). The Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. The County agrees to invoice the Department monthly for the actual cost of Emergency Medical Services paid by the County. If there existed any rate agreement between the County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from the County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by the County.
- c. The Department is not liable to the County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. The County agrees to exclude Late Fees from its invoices to the Department.
- d. If the Department reasonably determines that there is a difference between the actual cost incurred by the County and the invoice sent to the Department, the Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. The Department shall send the County written notice of any administrative fees, and the County shall have Thirty (30) days to make payment or to dispute the fee in writing. If the County does not make payment of undisputed administrative fees by the due date, the Department is entitled to a setoff of the same amount against future payments owing to the County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), the Department shall reimburse the County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. The Department shall not be liable to the County for any amount paid by the County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. The Department and the County enter into this Agreement for their sole benefit. The Department and the County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

COUNTY:

By: _____
Bryan S. Wilson
General Counsel

By: _____

Print Name: Kelly Girtz

Date: _____

Title: Mayor

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: Charles E. Mason

Print Name: CHARLES E. MASON

Date: 5/19/2026

Amendments to the Mayor's Recommended FY27 Budget

Amendments Recommended by Staff to Correct Budget Errors:

- Transfer from Hotel/Motel, reduce transfer to General Fund, and increase Transfer to Other Revenues in order to correct budget error \$0
- Peace Officer Annuity & Benefit (Required by State) \$217,500
- Transfer of one position from Transportation & Public Works to Capital Projects Department \$0
- Transfer of one position from Human Resources to Central Services Department \$0
- Fee Schedule Corrections:
 - Central Services – Street Merchant Assigned Locations - \$200.00 per trimester - (Item incorrectly left off “per trimester” text)
 - Public Utilities – Water Meter Stub Charge – ¾-inch meter - \$2,368.00- (Item had incorrectly been increased to \$5,368)
 - Solid Waste – Annual Truck Inspection Fee – On Franchise Renewal Documents adding it to the schedule of fees (per truck) - (“per truck” added for clarification)
 - Solid Waste – Bags are no longer required. The customers must use the Eco-Stations (Cost per bag if needed \$1.50 and \$0.20) - (“Cost per bag” text added for clarification)
 - Solid Waste – Pickup for 3 or more trash/debris items - (“disposal is \$70.00 per ton” text is replaced with “plus current tip fee” for clarification)
 - Solid Waste – Pickup of Leaf & Limb Materials - (“disposal is \$25.50 per ton” text is replaced with “plus current tip fee” for clarification)

Amendments Identified During Commission Budget Deliberations:

- Salary Adjustment – Unified Plan Market Increase from 3.5% to 4.0% - \$217,500
- Additional funding in Contingency for Unleaded/Diesel fuel - \$400,000 for General Fund and \$200,000 across other funds
- Magistrate Court – One additional part-time Judge to improve TPO process - \$70,000
- Funding for Tax Commissioner Requests – Combine two part-time Motor Vehicle Registrar positions into one full-time position, training & related travel increase, and one-time funding for Tag Office maintenance & repairs - \$43,500

- Increase to Code Enforcement funding for education and outreach as recommended by the Government Operations Committee - \$6,000
- Investigator position for Public Defender's Office - \$75,000

Total Expenditure Increase to the Mayor's Recommended Budget: \$1,026,000

Total Returning to General Fund Unrestricted Fund Balance: \$574,000

A copy of the full spreadsheet denoting the changes requested by staff and the Commission is available at www.accgov.com/budget .

**RESOLUTION CALLING FOR THE IMPOSITION
OF A FLOATING LOCAL OPTION SALES TAX (FLOST)**

A RESOLUTION OF THE MAYOR AND COMMISSION OF ATHENS-CLARKE COUNTY, GEORGIA CALLING FOR THE IMPOSITION OF A FLOATING LOCAL OPTION SALES TAX (FLOST) AS AUTHORIZED BY ARTICLE 2B OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE RATE AND DURATION OF SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION OF ATHENS-CLARKE COUNTY TO JOIN IN THE CALL FOR AN ELECTION OF THE VOTERS OF ATHENS-CLARKE COUNTY TO APPROVE THE IMPOSITION OF SUCH TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; APPROVING AN INTERGOVERNMENTAL AGREEMENT RELATED TO THE DISTRIBUTION AND USE OF FLOST PROCEEDS; AND FOR OTHER PURPOSES.

WHEREAS, Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, O.C.G.A. § 48-8-109.30 et seq. (the “Act”), authorizes the imposition of a Floating Local Option Sales Tax (“FLOST”) for the purpose of providing property tax relief; and

WHEREAS, the Unified Government of Athens-Clarke County, Georgia (the “Unified Government”) constitutes a consolidated government whose geographical boundaries are coterminous with the special district established pursuant to the Act; and

WHEREAS, the Unified Government and all municipalities within the special district that levy an ad valorem tax on property currently have in effect a base year value homestead exemption or adjusted base year value homestead exemption as required by O.C.G.A. § 48-8-109.31(d)(1); and

WHEREAS, O.C.G.A. § 48-8-109.32(e) provides that if no intergovernmental agreement is required pursuant to the Act, the governing authority of the county or consolidated government whose geographical boundary is coterminous with that of the special district shall adopt a resolution meeting the statutory requirements applicable to such intergovernmental agreements; and

WHEREAS, because the Unified Government is a consolidated government containing more than fifty percent (50%) of the municipal population within the special district, the Unified Government has determined that an intergovernmental agreement may not be legally required under O.C.G.A. § 48-8-109.32(e); and

WHEREAS, notwithstanding the foregoing, the Mayor and Commission desire to proceed collaboratively with the City of Winterville and the Town of Bogart (as hereinafter may be referred to individually as “each Municipality” and collectively referred to as “the Municipalities”) through the execution of an Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by reference, (the “Intergovernmental Agreement”), related to the distribution and use of

FLOST proceeds in order to demonstrate unified support for implementation of the FLOST and provide a stronger framework for presenting the referendum to the voters; and

WHEREAS, the Mayor and Commission desire to call an election for the purpose of submitting to the qualified voters of Athens-Clarke County the question of whether a one percent (1%) FLOST should be imposed within the special district for a period of five (5) years; and

WHEREAS, the proceeds of such FLOST will be used exclusively to provide property tax relief in accordance with the provisions of the Act; and

WHEREAS, the distribution schedule attached to the Intergovernmental Agreement as Exhibit “1” was prepared by JP Lemay, Tax Commissioner of Athens-Clarke County;

NOW, THEREFORE, the Commission of Athens-Clarke County, Georgia, hereby resolves as follows:

Section 1. Satisfaction of Homestead Exemption Requirements

The conditions required by O.C.G.A. § 48-8-109.31(d)(1) are satisfied because the Unified Government and each Municipality within the Special Taxing District that levies an ad valorem tax on property has in effect a base year value homestead exemption or adjusted base year value homestead exemption.

Section 2. Required Signatories

To the extent required under O.C.G.A. § 48-8-109.31(d)(2), the Unified Government anticipates that the Intergovernmental Agreement will be executed by governmental entities collectively representing at least fifty percent (50%) of the Special Taxing District’s total residents of municipalities that levy an ad valorem tax on property.

Section 3. Proposed Rate and Duration of the FLOST

1. In accordance with O.C.G.A. § 48-8-109.31(c), the proposed rate of the FLOST shall be one percent (1%).
2. In accordance with O.C.G.A. § 48-8-109.32(a), the proposed duration of the tax shall be five (5) years.

Section 4. Call for and Conduct of the Referendum

In accordance with O.C.G.A. § 48-8-109.32(b), the county election superintendent shall issue the call for an election for the purpose of submitting the question of the imposition of the tax to the voters of the county. The call for and conduct of the election shall be administered by the county election superintendent in the manner authorized for special elections to present questions to the voters under O.C.G.A. § 21-2-540. Said election shall be held on the following date, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2): November 3, 2026. It is hereby further requested that that the county election superintendent canvass the returns, declare the result of the election, and certify the result to the Secretary of State and to the Commissioner of Revenue. The election superintendent is hereby authorized and requested to publish a notice of election as

required by law in the newspaper in which the Sheriff’s advertisements for the Unified Government are published (i) once not later than August 4, 2026, and (ii) once a weeks for up to five (5) weeks immediately preceding the date of election. The County Attorney’s Office shall assist the election superintendent with the preparation of the notice of election.

Section 5. Ballot Language

In accordance with O.C.G.A. § 48-5-109.32(c), the ballot language for the question of imposing the FLOST shall read as follows:

YES Shall a special one percent (1%) sales and use tax be imposed for five years within the special district of Athens-Clarke County with the proceeds used exclusively to reduce property taxes imposed by the Unified Government of Athens-Clarke County, Georgia, the City of Winterville, and the Town of Bogart?

NO

Section 6. Initiation and Termination of the Tax

If approved in the election held on November 3, 2026, the imposition of the tax is expected to commence on January 1, 2027. The final day for imposition of the tax—without a renewal—is expected to occur on December 31, 2031.

Section 7. Conditions

The levy of the FLOST is conditioned upon the approval of the imposition of the FLOST by the voters of the Special Taxing District in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.30 *et seq.* The Unified Government’s ability to comply with the Intergovernmental Agreement is conditioned upon the collecting of the FLOST revenues by the State Revenue Commissioner and transferring same to the Unified Government in conformity with the requirements of O.C.G.A. § 48-8-109.30 *et seq.*, as well as each party to the Intergovernmental Agreement’s compliance with the conditions precedent set forth in O.C.G.A. § 48-8-109.31.

Section 8. Use of FLOST Proceeds

As required by O.C.G.A. § 48-8-109.42 and in conjunction with any further limitations provided in the Intergovernmental Agreement, each recipient of FLOST proceeds:

1. Is required to use FLOST proceeds exclusively to provide property tax relief; and
2. Must ensure that the form used by the county tax commissioner or other tax collector to collect ad valorem property taxes for each party clearly states the dollar amount by which the property tax levied by such party was reduced as a result of the receipt of FLOST proceeds; and
3. Must annually reduce its roll-back millage rate which is calculated in accordance with O.C.G.A § 48-5-32.1, by the millage equivalent of the net FLOST proceeds that it received in the prior taxable year.

Section 9. Apportionment and Distribution of FLOST Proceeds

The net proceeds, including any interest thereon, of the FLOST received by the Unified Government from the State Revenue Commissioner shall be apportioned and distributed by the Unified Government to the parties to the Intergovernmental Agreement in the time and manner as provided in the Distribution Schedule attached as Exhibit “1” to the Intergovernmental Agreement and incorporated by reference.

Section 10. Accounting of FLOST Proceeds received by the Unified Government from the Department of Revenue

The Unified Government will create and maintain a separate custodial account or investment arrangement on behalf of the Special Taxing District for the deposit, holding, investment, and distribution of FLOST proceeds collected and subsequently delivered to the Unified Government by the Georgia Department of Revenue. Such account or investment arrangement shall be designated as the Athens-Clarke County Special District FLOST Proceeds Fund (“Athens-Clarke County SD FLOST Fund”). The Unified Government shall select either (a) a bank which shall act as a depository and custodian of the Athens-Clarke County SD FLOST Fund, or (b) Georgia Fund 1, the local government investment pool administered by the Georgia Office of the State Treasurer, to hold and invest such funds, upon such terms and conditions as may be acceptable to the Unified Government; provided, however, that such account or investment shall be interest bearing with all interest or other investment earnings paid into and retained within such account or investment for later apportionment and distribution according to the Distribution Schedule. No funds other than the FLOST proceeds, and interest or investment earnings accrued thereon, shall be placed in such accounts or investments. The funds within such accounts or investments shall not be commingled with any other funds of the Unified Government. The funds within such accounts or investments shall only be disbursed in the time and manner authorized under the Intergovernmental Agreement.

Section 11. Distributions, Accounting, Record Keeping, and Audits

1. Pursuant to the Intergovernmental Agreement, the Unified Government shall distribute FLOST proceeds periodically as provided for in the Distribution Schedule.
2. Pursuant to the Intergovernmental Agreement, a separate account or fund shall be created by the Unified Government and by each Municipality individually, into which FLOST proceeds are to be distributed from the prior year’s Athens-Clarke County SD FLOST Fund. Each such account or fund shall be designated by the given Party as their Annual Floating Local Option Sales Tax Relief Fund (“Annual FLOST Tax Relief Fund”).
3. Pursuant to the Intergovernmental Agreement, all records concerning funds and accounts established under Article X and XI of the Intergovernmental Agreement shall be kept by each party to the Intergovernmental Agreement so that the records may be audited, as may be necessary.

4. Pursuant to the Intergovernmental Agreement, if either of the Municipalities ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under the Intergovernmental Agreement, that such municipality's share of the funds to be distributed subsequent to dissolution shall be paid to the Unified Government as part of the Unified Government's share to be applied against the countywide general maintenance and operations millage rate, unless an Act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive municipality.

Section 12. Effective Date and Term of the Intergovernmental Agreement

Pursuant to the Intergovernmental Agreement, the Intergovernmental Agreement shall commence upon the date of its execution by the last Party to the Intergovernmental Agreement and shall terminate upon the later of:

1. The official declaration by the Athens-Clarke County Board of Elections and Registration of the failure of the election described in this Agreement; or
2. The distribution to the Unified Government and each Municipality of the last dollar of money collected from the FLOST after the expiration of the FLOST and the fulfilment of the Unified Government and each Municipality of their obligation to provide property tax relief with such money as required by state law.

Section 13. Intergovernmental Agreement

The Intergovernmental Agreement attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved, and the Mayor is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the Unified Government, and the Clerk of Commission is authorized to attest and seal the same.

Section 14. Independent Validity of Resolution

The Mayor and Commission hereby find and determine that this Resolution is adopted independently pursuant to the authority granted under O.C.G.A. § 48-8-109.32(e). Accordingly, notwithstanding any provision of this Resolution or the proposed Intergovernmental Agreement to the contrary, this Resolution and the call for referendum authorized herein shall remain valid and effective regardless of whether the City of Winterville and/or the Town of Bogart ultimately execute the Intergovernmental Agreement attached hereto as Exhibit "A." In such event, the Unified Government shall retain the authority to proceed in accordance with applicable law, including O.C.G.A. § 48-8-109.32(e).

Section 15. Election Superintendent

The Clerk is hereby authorized and directed to deliver a copy of this Resolution to the Board of Elections and Registration of Athens-Clarke County in its capacity as the election superintendent, with the request that the Board of Elections and Registration of Athens-Clarke County join in this call for an election.

Section 16. Further Actions

The proper officers and agents of the Unified Government are hereby authorized to take any and all further actions and execute such additional documents as may be necessary or desirable to effectuate the purposes of this Resolution and the Intergovernmental Agreement.

Section 17. Effective Date

This Resolution shall become effective immediately upon its execution by the Mayor.

SO RESOLVED, this ____ day of _____, 2026.

**MAYOR AND COMMISSION OF
ATHENS-CLARKE COUNTY, GEORGIA**

Mayor

ATTEST:

Clerk of Commission

[SEAL]

EXHIBIT A

**2026 UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA,
CITY OF WINTERVILLE, GEORGIA, AND TOWN OF BOGART, GEORGIA
INTERGOVERNMENTAL AGREEMENT FOR IMPOSITION OF THE FLOATING
LOCAL OPTION SALES TAX (FLOST)**

**2026 UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA,
CITY OF WINTERVILLE, GEORGIA, AND TOWN OF BOGART, GEORGIA
INTERGOVERNMENTAL AGREEMENT FOR IMPOSITION OF THE FLOATING
LOCAL OPTION SALES TAX (FLOST)**

This Intergovernmental Agreement (as hereinafter may be referred to as “this Agreement”) is entered into this the ___ day of _____, 2026, by and between the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia (as hereinafter may be referred to as “the County”), and the Municipalities of the City of Winterville, a Georgia municipal corporation, and the Town of Bogart, a Georgia municipal corporation, (as hereinafter may be referred to individually as “each Undersigned Municipality” and collectively referred to as “the Undersigned Municipalities”) for the purpose of implementing the provisions of Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated as they relate to imposition of a Floating Local Option Sales Tax (FLOST) within the special tax district (hereinafter sometimes referred to as the “Special Taxing District”) established for and conterminous with the geographical boundaries of the County pursuant to O.C.G.A. § 48-8-109.30. The County and the Undersigned Municipalities that execute this Agreement may be collectively referred to as “the Parties”.

WHEREAS, the Parties desire to impose a FLOST within the Special Taxing District that is conterminous with the geographical boundaries of the County and which requires entering into an intergovernmental agreement calling for a FLOST; and

WHEREAS, the County and all municipalities within the Special Taxing District that levy an ad valorem tax on property currently have in effect a base year value homestead exemption or adjusted base year value homestead exemption; and

WHEREAS, the County and the Undersigned Municipalities collectively represent at least 50 percent of the Special Taxing District’s total residents of municipalities that levy an ad valorem tax on property; and

WHEREAS, the County and the Undersigned Municipalities voluntarily enter into this Agreement which, upon execution by the Parties, fully satisfies the conditions precedent to issue the call for the referendum to impose the FLOST within the Special Taxing District and, if approved by a majority of the voters, to levy and distribute said tax under the terms of this Agreement and state law; and

WHEREAS, the County and the Undersigned Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, receipt of FLOST proceeds will allow the Parties to provide services and/or the joint or separate use of facilities or equipment and this Agreement deals with services or facilities the Parties are authorized by law to undertake or provide; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the Parties consent and agree as follows:

Article I

Satisfaction of Homestead Exemption Requirements

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(1) are satisfied because the County and each municipality within the Special Taxing District that levies an ad valorem tax on property has in effect a base year value homestead exemption or adjusted base year value homestead exemption.

Article II

Required Signatories

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(2) are satisfied because this Agreement is executed by the County and by the Undersigned Municipalities which collectively represent at least 50 percent of the Special Taxing District's total residents of municipalities that levy an ad valorem tax on property.

Article III

Proposed Rate and Duration of the FLOST

1. In accordance with O.C.G.A. § 48-8-109.31(c), the proposed rate of the FLOST shall be one percent (1%).
2. In accordance with O.C.G.A. § 48-8-109.32(a), the proposed duration of the tax shall be five (5) years.

Article IV

Call for and Conduct of the Referendum

In accordance with O.C.G.A. § 48-8-109.32(b), the county election superintendent shall issue the call for an election for the purpose of submitting the question of the imposition of the tax to the voters of the county. The call for and conduct of the election shall be administered by the county election superintendent in the manner authorized for special elections to present questions to the voters under O.C.G.A. § 21-2-540. Said election shall be held on the following date, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2): November 3, 2026.

Article V

Ballot Language

In accordance with O.C.G.A. § 48-5-109.32(c), the ballot language for the question of imposing the FLOST shall read as follows:

- () YES Shall a special one percent (1%) sales and use tax be imposed for five years within the special district of Athens-Clarke County with the proceeds used exclusively to reduce property taxes imposed by the Unified Government of Athens-Clarke County, Georgia, the City of Winterville, and the Town of Bogart?

- () NO

Article VI

Initiation and Termination of the Tax

If approved in the election held on November 3, 2026, the imposition of the tax is expected to commence on January 1, 2027. The final day for imposition of the tax—without a renewal—is expected to occur on December 31, 2031.

Article VII

Conditions

The Parties agree that the levy of the FLOST is conditioned upon the approval of the imposition of the FLOST by the voters of the Special Taxing District in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.30 *et seq.* The Parties agree that the County’s ability to comply with this Agreement is conditioned upon the collecting of the FLOST revenues by the State Revenue Commissioner and transferring same to the County in conformity with the requirements of O.C.G.A. § 48-8-109.30 *et seq.*, as well as each Party’s compliance with the conditions precedent set forth in O.C.G.A. § 48-8-109.31.

Article VIII

Use of FLOST Proceeds

As required by O.C.G.A. § 48-8-109.42 and in conjunction with any further limitations provided in this Agreement, the Parties agree that each recipient of FLOST proceeds:

- (a) Is required to use FLOST proceeds exclusively to provide property tax relief; and

- (b) Must ensure that the form used by the county tax commissioner or other tax collector to collect ad valorem property taxes for the Party clearly states the dollar amount by which

the property tax levied by such Party was reduced as a result of the receipt of FLOST proceeds; and

- (c) Must annually reduce its roll-back millage rate which is calculated in accordance with O.C.G.A § 48-5-32.1, by the millage equivalent of the net FLOST proceeds that it received in the prior taxable year.

Article IX

Apportionment and Distribution of FLOST Proceeds

The net proceeds, including any interest thereon, of the FLOST received by the Unified Government of Athens-Clarke County, Georgia from the State Revenue Commissioner shall be apportioned and distributed by the County to the Parties in the time and manner as provided in the Distribution Schedule. (*See Exhibit “1”, the Parties’ Distribution Schedule for this Agreement, attached hereto and incorporated by reference.*)

Article X

Accounting of FLOST Proceeds received by the County from the Department of Revenue

The Parties agree that the County will create and maintain a separate custodial account or investment arrangement on behalf of the Special Taxing District for the deposit, holding, investment, and distribution of FLOST proceeds collected and subsequently delivered to the County by the Georgia Department of Revenue. Such account or investment arrangement shall be designated as the Athens-Clarke County Special District FLOST Proceeds Fund (“Athens-Clarke County SD FLOST Fund”). The County shall select either (a) a bank which shall act as a depository and custodian of the Athens-Clarke County SD FLOST Fund, or (b) Georgia Fund 1, the local government investment pool administered by the Georgia Office of the State Treasurer, to hold and invest such funds, upon such terms and conditions as may be acceptable to the County; provided, however, that such account or investment shall be interest bearing with all interest or other investment earnings paid into and retained within such account or investment for later apportionment and distribution according to the Distribution Schedule. No funds other than the FLOST proceeds, and interest or investment earnings accrued thereon, shall be placed in such accounts or investments. The funds within such accounts or investments shall not be commingled with any other funds of the County. The funds within such accounts or investments shall only be disbursed in the time and manner authorized under this Agreement.

Article XI

Distributions, Accounting, Record Keeping, and Audits

1. The Parties agree that the County shall distribute FLOST proceeds to each Government Entity periodically as provided for in the Distribution Schedule.

2. The Parties agree that a separate account or fund shall be created by the County and by each Municipality individually, into which FLOST proceeds are to be distributed from the prior year's Athens-Clarke County SD FLOST Fund. Each such account or fund shall be designated by the given Party as their Annual Floating Local Option Sales Tax Relief Fund ("Annual FLOST Tax Relief Fund").
3. The Parties agree that all records concerning funds and accounts established under Article X and XI of this Agreement shall be kept by each Party so that the records may be audited, as may be necessary.
4. The Parties agree that if either of the Undersigned Municipalities ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under this Agreement, that such municipality's share of the funds to be distributed subsequent to dissolution shall be paid to the County as part of the County's share to be applied against the countywide general maintenance and operations millage rate, unless an Act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive municipality.

Article XII

Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution by the last Party to this Agreement and shall terminate upon the later of:

- (a) The official declaration by the Athens-Clarke County Board of Elections and Registration of the failure of the election described in this Agreement; or
- (b) The distribution to the County and all the City of the last dollar of money collected from the FLOST after the expiration of the FLOST and the fulfilment of each Party's obligations to provide property tax relief with such money as required by state law.

Article XIII

Representations and Mutual Covenants

1. The County makes the following representations and warranties which may be specifically relied upon by all Parties as a basis for entering this Agreement:
 - (a) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (b) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of the County; and

- (d) The County agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow the County to provide services and/or the
 - (e) joint or separate use of facilities or equipment which are services or facilities the County is authorized by law to undertake or provide; and
 - (f) The County agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law, and that all County FLOST proceeds will be used exclusively for property tax relief; and
 - (g) The County will take all actions necessary to direct the county election superintendent to call an election to be held in all voting precincts in the County on the 3rd day of November, 2026, for the purpose of submitting to the voters of the County, for their approval, the question of whether or not a FLOST shall be imposed in accordance with the provisions of this Agreement.
2. Each Undersigned Municipality makes the following representations and warranties, which may be specifically relied upon by all Parties as a basis for entering this Agreement:
- (a) Each Undersigned Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (b) The governing authority of each Undersigned Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of each Undersigned Municipality; and
 - (d) Each Undersigned Municipality agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow each Undersigned Municipality to provide services and/or the joint or separate use of facilities or equipment which are services or facilities each Undersigned Municipality is authorized by law to undertake or provide; and
 - (e) Each Undersigned Municipality agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law and that each Undersigned Municipality's FLOST proceeds will be used exclusively for property tax relief.
3. During the term of this Agreement, the Parties shall comply with all State law applicable to a FLOST, specifically including but not limited to Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, and all provisions of this Agreement shall be construed in light of the applicable provisions of State law.

Article XIV

Notices

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

- (a) Athens-Clarke County – Mayor of Athens-Clarke County, P.O. Box 1868, Athens, Georgia 30603
- (b) Winterville - Mayor of the City of Winterville, Georgia, P.O. Box 306, Winterville, Georgia 30683
- (c) Bogart - Mayor of the Town of Bogart, Georgia, P.O. Box 206, Bogart, Georgia 30622

The Parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by each Undersigned Municipality to the Mayor of the Unified Government or by the County to the Mayor of each Undersigned Municipality via certified first-class U.S. mail, return receipt requested.

Article XV

Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and each Undersigned Municipality with respect to the distribution and use of the proceeds from the FLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the Parties hereto with respect to distribution and use of said FLOST proceeds. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Article XVI

Severability, Non-Waiver, Applicable Law, and Enforceability

If a decision of a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles. Should any provision of this Agreement require judicial interpretation, it is agreed that

the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Article XVII

No Consent to Breach

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

Article XVIII

Counterparts

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

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, each Undersigned Municipality and County have caused this Agreement to be executed and the seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth herein.

**UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA**

[SEAL]

BY: _____
Mayor

Attest:

Clerk of Commission

As to the County, signed
and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF WINTERVILLE

[SEAL]

BY: _____
Mayor

Attest:

Clerk

As to the City of Winterville, signed
and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF BOGART

[SEAL]

BY: _____
Mayor

Attest:

Clerk

As to the Town of Bogart, signed
and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT 1

DISTRIBUTION SCHEDULE

1. Timing of distribution of proceeds:

The County shall seek to disburse without undue delay all funds from the prior year's Athens-Clarke County SD FLOST Fund into the Annual FLOST Tax Relief Fund for each Party by August 1 of each year.

2. Apportionment and Distribution of FLOST Proceeds:

- (a) For the term and duration of this Agreement, the Parties agree that FLOST proceeds shall be apportioned and distributed among the Parties in such a manner so as to provide for broad property tax relief for the taxpayers of the Special Taxing District and not result in a net increase in revenue for any jurisdiction.

To such end, the Parties agree that the FLOST proceeds shall be apportioned to result in the reduction, by an approximately equal percentage, of the M&O millage rate that was levied by the governing authority of the Party on taxable property within the Special Taxing District for the 2025 property tax year, which were as follows:

For the County: 12.25

For the City of Winterville: 2.9

For the Town of Bogart: 2.03

- (b) The distribution percentages shall be applicable for the term and duration of this Agreement.

(c) Table of distribution percentages:

County	99.76%
City of Winterville	0.22%
Town of Bogart	0.02%
Total	100.00%

**2026 UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA,
CITY OF WINTERVILLE, GEORGIA, AND TOWN OF BOGART, GEORGIA
INTERGOVERNMENTAL AGREEMENT FOR IMPOSITION OF THE FLOATING
LOCAL OPTION SALES TAX (FLOST)**

This Intergovernmental Agreement (as hereinafter may be referred to as “this Agreement”) is entered into this the ___ day of _____, 2026, by and between the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia (as hereinafter may be referred to as “the County”), and the Municipalities of the City of Winterville, a Georgia municipal corporation, and the Town of Bogart, a Georgia municipal corporation, (as hereinafter may be referred to individually as “each Undersigned Municipality” and collectively referred to as “the Undersigned Municipalities”) for the purpose of implementing the provisions of Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated as they relate to imposition of a Floating Local Option Sales Tax (FLOST) within the special tax district (hereinafter sometimes referred to as the “Special Taxing District”) established for and conterminous with the geographical boundaries of the County pursuant to O.C.G.A. § 48-8-109.30. The County and the Undersigned Municipalities that execute this Agreement may be collectively referred to as “the Parties”.

WHEREAS, the Parties desire to impose a FLOST within the Special Taxing District that is conterminous with the geographical boundaries of the County and which requires entering into an intergovernmental agreement calling for a FLOST; and

WHEREAS, the County and all municipalities within the Special Taxing District that levy an ad valorem tax on property currently have in effect a base year value homestead exemption or adjusted base year value homestead exemption; and

WHEREAS, the County and the Undersigned Municipalities collectively represent at least 50 percent of the Special Taxing District’s total residents of municipalities that levy an ad valorem tax on property; and

WHEREAS, the County and the Undersigned Municipalities voluntarily enter into this Agreement which, upon execution by the Parties, fully satisfies the conditions precedent to issue the call for the referendum to impose the FLOST within the Special Taxing District and, if approved by a majority of the voters, to levy and distribute said tax under the terms of this Agreement and state law; and

WHEREAS, the County and the Undersigned Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, receipt of FLOST proceeds will allow the Parties to provide services and/or the joint or separate use of facilities or equipment and this Agreement deals with services or facilities the Parties are authorized by law to undertake or provide; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the Parties consent and agree as follows:

Article I

Satisfaction of Homestead Exemption Requirements

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(1) are satisfied because the County and each municipality within the Special Taxing District that levies an ad valorem tax on property has in effect a base year value homestead exemption or adjusted base year value homestead exemption.

Article II

Required Signatories

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(2) are satisfied because this Agreement is executed by the County and by the Undersigned Municipalities which collectively represent at least 50 percent of the Special Taxing District's total residents of municipalities that levy an ad valorem tax on property.

Article III

Proposed Rate and Duration of the FLOST

1. In accordance with O.C.G.A. § 48-8-109.31(c), the proposed rate of the FLOST shall be one percent (1%).
2. In accordance with O.C.G.A. § 48-8-109.32(a), the proposed duration of the tax shall be five (5) years.

Article IV

Call for and Conduct of the Referendum

In accordance with O.C.G.A. § 48-8-109.32(b), the county election superintendent shall issue the call for an election for the purpose of submitting the question of the imposition of the tax to the voters of the county. The call for and conduct of the election shall be administered by the county election superintendent in the manner authorized for special elections to present questions to the voters under O.C.G.A. § 21-2-540. Said election shall be held on the following date, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2): November 3, 2026.

Article V

Ballot Language

In accordance with O.C.G.A. § 48-5-109.32(c), the ballot language for the question of imposing the FLOST shall read as follows:

- () YES Shall a special one percent (1%) sales and use tax be imposed for five years within the special district of Athens-Clarke County with the proceeds used exclusively to reduce property taxes imposed by the Unified Government of Athens-Clarke County, Georgia, the City of Winterville, and the Town of Bogart?

- () NO

Article VI

Initiation and Termination of the Tax

If approved in the election held on November 3, 2026, the imposition of the tax is expected to commence on January 1, 2027. The final day for imposition of the tax—without a renewal—is expected to occur on December 31, 2031.

Article VII

Conditions

The Parties agree that the levy of the FLOST is conditioned upon the approval of the imposition of the FLOST by the voters of the Special Taxing District in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.30 *et seq.* The Parties agree that the County’s ability to comply with this Agreement is conditioned upon the collecting of the FLOST revenues by the State Revenue Commissioner and transferring same to the County in conformity with the requirements of O.C.G.A. § 48-8-109.30 *et seq.*, as well as each Party’s compliance with the conditions precedent set forth in O.C.G.A. § 48-8-109.31.

Article VIII

Use of FLOST Proceeds

As required by O.C.G.A. § 48-8-109.42 and in conjunction with any further limitations provided in this Agreement, the Parties agree that each recipient of FLOST proceeds:

- (a) Is required to use FLOST proceeds exclusively to provide property tax relief; and

- (b) Must ensure that the form used by the county tax commissioner or other tax collector to collect ad valorem property taxes for the Party clearly states the dollar amount by which

the property tax levied by such Party was reduced as a result of the receipt of FLOST proceeds; and

- (c) Must annually reduce its roll-back millage rate which is calculated in accordance with O.C.G.A § 48-5-32.1, by the millage equivalent of the net FLOST proceeds that it received in the prior taxable year.

Article IX

Apportionment and Distribution of FLOST Proceeds

The net proceeds, including any interest thereon, of the FLOST received by the Unified Government of Athens-Clarke County, Georgia from the State Revenue Commissioner shall be apportioned and distributed by the County to the Parties in the time and manner as provided in the Distribution Schedule. (*See Exhibit “1”, the Parties’ Distribution Schedule for this Agreement, attached hereto and incorporated by reference.*)

Article X

Accounting of FLOST Proceeds received by the County from the Department of Revenue

The Parties agree that the County will create and maintain a separate custodial account or investment arrangement on behalf of the Special Taxing District for the deposit, holding, investment, and distribution of FLOST proceeds collected and subsequently delivered to the County by the Georgia Department of Revenue. Such account or investment arrangement shall be designated as the Athens-Clarke County Special District FLOST Proceeds Fund (“Athens-Clarke County SD FLOST Fund”). The County shall select either (a) a bank which shall act as a depository and custodian of the Athens-Clarke County SD FLOST Fund, or (b) Georgia Fund 1, the local government investment pool administered by the Georgia Office of the State Treasurer, to hold and invest such funds, upon such terms and conditions as may be acceptable to the County; provided, however, that such account or investment shall be interest bearing with all interest or other investment earnings paid into and retained within such account or investment for later apportionment and distribution according to the Distribution Schedule. No funds other than the FLOST proceeds, and interest or investment earnings accrued thereon, shall be placed in such accounts or investments. The funds within such accounts or investments shall not be commingled with any other funds of the County. The funds within such accounts or investments shall only be disbursed in the time and manner authorized under this Agreement.

Article XI

Distributions, Accounting, Record Keeping, and Audits

1. The Parties agree that the County shall distribute FLOST proceeds to each Government Entity periodically as provided for in the Distribution Schedule.

2. The Parties agree that a separate account or fund shall be created by the County and by each Municipality individually, into which FLOST proceeds are to be distributed from the prior year's Athens-Clarke County SD FLOST Fund. Each such account or fund shall be designated by the given Party as their Annual Floating Local Option Sales Tax Relief Fund ("Annual FLOST Tax Relief Fund").
3. The Parties agree that all records concerning funds and accounts established under Article X and XI of this Agreement shall be kept by each Party so that the records may be audited, as may be necessary.
4. The Parties agree that if either of the Undersigned Municipalities ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under this Agreement, that such municipality's share of the funds to be distributed subsequent to dissolution shall be paid to the County as part of the County's share to be applied against the countywide general maintenance and operations millage rate, unless an Act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive municipality.

Article XII

Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution by the last Party to this Agreement and shall terminate upon the later of:

- (a) The official declaration by the Athens-Clarke County Board of Elections and Registration of the failure of the election described in this Agreement; or
- (b) The distribution to the County and all the City of the last dollar of money collected from the FLOST after the expiration of the FLOST and the fulfillment of each Party's obligations to provide property tax relief with such money as required by state law.

Article XIII

Representations and Mutual Covenants

1. The County makes the following representations and warranties which may be specifically relied upon by all Parties as a basis for entering this Agreement:
 - (a) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (b) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of the County; and

- (d) The County agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow the County to provide services and/or the
 - (e) joint or separate use of facilities or equipment which are services or facilities the County is authorized by law to undertake or provide; and
 - (f) The County agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law, and that all County FLOST proceeds will be used exclusively for property tax relief; and
 - (g) The County will take all actions necessary to direct the county election superintendent to call an election to be held in all voting precincts in the County on the 3rd day of November, 2026, for the purpose of submitting to the voters of the County, for their approval, the question of whether or not a FLOST shall be imposed in accordance with the provisions of this Agreement.
2. Each Undersigned Municipality makes the following representations and warranties, which may be specifically relied upon by all Parties as a basis for entering this Agreement:
- (a) Each Undersigned Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (b) The governing authority of each Undersigned Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of each Undersigned Municipality; and
 - (d) Each Undersigned Municipality agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow each Undersigned Municipality to provide services and/or the joint or separate use of facilities or equipment which are services or facilities each Undersigned Municipality is authorized by law to undertake or provide; and
 - (e) Each Undersigned Municipality agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law and that each Undersigned Municipality's FLOST proceeds will be used exclusively for property tax relief.
3. During the term of this Agreement, the Parties shall comply with all State law applicable to a FLOST, specifically including but not limited to Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, and all provisions of this Agreement shall be construed in light of the applicable provisions of State law.

Article XIV

Notices

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

- (a) Athens-Clarke County – Mayor of Athens-Clarke County, P.O. Box 1868, Athens, Georgia 30603
- (b) Winterville - Mayor of the City of Winterville, Georgia, P.O. Box 306, Winterville, Georgia 30683
- (c) Bogart - Mayor of the Town of Bogart, Georgia, P.O. Box 206, Bogart, Georgia 30622

The Parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by each Undersigned Municipality to the Mayor of the Unified Government or by the County to the Mayor of each Undersigned Municipality via certified first-class U.S. mail, return receipt requested.

Article XV

Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and each Undersigned Municipality with respect to the distribution and use of the proceeds from the FLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the Parties hereto with respect to distribution and use of said FLOST proceeds. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Article XVI

Severability, Non-Waiver, Applicable Law, and Enforceability

If a decision of a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles. Should any provision of this Agreement require judicial interpretation, it is agreed that

the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Article XVII

No Consent to Breach

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

Article XVIII

Counterparts

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

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, each Undersigned Municipality and County have caused this Agreement to be executed and the seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth herein.

**UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA**

[SEAL]

BY: _____
Mayor

Attest:

Clerk of Commission

As to the County, signed
and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF WINTERVILLE

[SEAL]

BY: _____
Mayor

Attest:

Clerk

As to the City of Winterville, signed
and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF BOGART

[SEAL]

BY: _____
Mayor

Attest:

Clerk

As to the Town of Bogart, signed
and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT 1

DISTRIBUTION SCHEDULE

1. Timing of distribution of proceeds:

The County shall seek to disburse without undue delay all funds from the prior year's Athens-Clarke County SD FLOST Fund into the Annual FLOST Tax Relief Fund for each Party by August 1 of each year.

2. Apportionment and Distribution of FLOST Proceeds:

- (a) For the term and duration of this Agreement, the Parties agree that FLOST proceeds shall be apportioned and distributed among the Parties in such a manner so as to provide for broad property tax relief for the taxpayers of the Special Taxing District and not result in a net increase in revenue for any jurisdiction.

To such end, the Parties agree that the FLOST proceeds shall be apportioned to result in the reduction, by an approximately equal percentage, of the M&O millage rate that was levied by the governing authority of the Party on taxable property within the Special Taxing District for the 2025 property tax year, which were as follows:

For the County: 12.25

For the City of Winterville: 2.9

For the Town of Bogart: 2.03

- (b) The distribution percentages shall be applicable for the term and duration of this Agreement.

(c) Table of distribution percentages:

County	99.76%
City of Winterville	0.22%
Town of Bogart	0.02%
Total	100.00%

A RESOLUTION OF THE COMMISSION OF ATHENS-CLARKE COUNTY, GEORGIA, TO REQUEST THAT THE PLANNING COMMISSION REVIEW PROPOSED TEXT AMENDMENTS TO TITLE 9 OF THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA, RELATED TO MODIFICATIONS TO THE GENERAL REGULATIONS FOR THE C (COMMERCIAL) ZONING DISTRICT AND C-D (COMMERCIAL-DOWNTOWN) ZONING DISTRICT AND MODIFICATIONS TO THE ATHENS-CLARKE COUNTY INCLUSIONARY ZONING ORDINANCE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Commission of Athens-Clarke County, Georgia has identified increasing the availability and affordability of housing as a critical local goal; and

WHEREAS, under Section 9-4-3 of the Code of Athens-Clarke County, Georgia, text amendments to Title 9 of said code, also known as the “Zoning Ordinance of Athens-Clarke County, Georgia,” may be initiated by a recommendation from the Mayor & Commission of Athens-Clarke County, Georgia; and

WHEREAS, the Commission of Athens-Clarke County, Georgia, desires to initiate the process described hereinabove by the adoption of this resolution.

NOW, THEREFORE, the Commission of Athens-Clarke County, Georgia, hereby resolves as follows:

SECTION 1. The Commission recommends and requests that the Athens-Clarke County Planning Commission review the following recommendations of Mayor Kelly Girtz and develop proposed text amendments concerning the concepts listed below. Any such proposed text amendments shall thereafter be submitted to the Mayor & Commission for consideration in accordance with Title 9 of the Code of Athens-Clarke County, Georgia.

Concepts for consideration:

1. Update Chapter 9-27 of the Code of Athens-Clarke County pertaining to Inclusionary Zoning Rentals to include a payment-in-lieu option for all RM (Mixed Density Residential) and C (Commercial) zoning districts, with the full array of bedroom unit combinations.
2. Amend Section 9-10-3 of the Code of Athens-Clarke County so as to increase the maximum height regulations applicable to structures in the C (Commercial) zoning district to include:
 - a. Up to two (2) additional stories in the C (Commercial) zoning district, generally
 - b. Up to four (4) additional stories in the C-D (Commercial Downtown) zoning district specifically
 - c. A requirement to retain current building height limits for C (Commercial) zoned properties that are located within 100 feet of RS (Single-Family Residential) zoned properties

3. Create the ability to purchase and move residential development density within the C-D (Commercial-Downtown) zoning district.

SECTION 2. The Manager's Office and the Attorney's Office are hereby authorized to take all actions necessary and incidental to effectuate the purposes of this resolution, as expressed in the recitals hereto.

SO RESOLVED on the ____ day of _____, 2026.

APPROVED: _____
Mayor

ATTEST: _____
Clerk of Commission