

AGENDA
CITY COUNCIL WORK SESSION AND REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, September 24, 2018
7:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Approval of the Minutes

PUBLIC HEARING

8. **ZA C8-00199**: Hardeman Communities Inc. has requested a PUD site plan change for TMP 083 026, located at 128 Creekstone Drive, consisting of 48.48 acres. Hearing Dates: Planning Commission – September 10, 2018 and City Council – September 24, 2018

BUSINESS

9. An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Dawsonville, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. (First Reading – September 10, 2018; Second Reading – September 24, 2018)
10. An Ordinance To Provide The Dates And Times On Which Regular Meetings Of The City Council May Take Place; To Provide For Repealer; To Provide An Effective Date; And For Other Purposes (First Reading – September 24, 2018; Second Reading – October 22, 2018)
11. 2019 Insurance Benefits
12. Service Delivery Strategy Agreement (SDSA)
13. Resolution - Comprehensive Plan
14. Change Order Request – Main Street Park

WORK SESSION

15. Farmer's Market Presentation
16. Main Street Park Playground
17. Utility Rates Review
18. NGN Water Tower Agreement
19. IT Service Contract
20. Speed Zone Ordinance Update
21. Downtown Parking Update
22. Farmer's Market Construction Update
23. Long Range Sewage Expansion Plan Update
24. Ordinance Review Update and Schedule

STAFF REPORTS

25. City Manager, Bob Bolz
26. City Clerk, Beverly Banister
27. Finance Administrator, Hayden Wiggins
28. Human Resource Manager, Donna Blanton
29. Utilities Director, Gary Barr
30. Public Works Operations Manager, Trampas Hansard
31. Planning Director, Robbie Irvin
32. City Attorney, Dana Miles

MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION: Pending or Potential Litigation and Land Acquisition

ADJOURNMENT

AGENDA
CITY COUNCIL WORK SESSION AND REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, September 24, 2018
7:00 P.M.

1. Call to Order – 7:02 pm
2. Roll Call – 7:02 pm
3. Invocation and Pledge – 7:05 pm
4. Announcements – 7:05 pm
5. Approval of the Agenda – 7:07 pm
6. Public Input – 7:08 pm
7. Approval of the Minutes – 7:08 pm

PUBLIC HEARING

8. **ZA C8-00199**: Hardeman Communities Inc. has requested a PUD site plan change for TMP 083 026, located at 128 Creekstone Drive, consisting of 48.48 acres. Hearing Dates: Planning Commission – September 10, 2018 and City Council – September 24, 2018 – 7:09 pm

BUSINESS

9. An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Dawsonville, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. (First Reading – September 10, 2018; Second Reading – September 24, 2018) – 7:11 pm
10. An Ordinance To Provide The Dates And Times On Which Regular Meetings Of The City Council May Take Place; To Provide For Repealer; To Provide An Effective Date; And For Other Purposes (First Reading – September 24, 2018; Second Reading – October 22, 2018) – 7:13 pm
11. 2019 Insurance Benefits -7:14 pm
12. Service Delivery Strategy Agreement (SDSA) – 7:21 pm
13. Resolution - Comprehensive Plan – 7:22 pm
14. Change Order Request – Main Street Park – 7:24 pm

WORK SESSION

15. Farmer's Market Presentation – 7:28 pm
16. Main Street Park Playground – 7:40 pm
17. Utility Rates Review – 7:42 pm
18. NGN Water Tower Agreement – 7:43 pm
19. IT Service Contract - 7:45 pm
20. Speed Zone Ordinance Update – 7:51 pm
21. Downtown Parking Update – 7:52 pm
22. Farmer's Market Construction Update – 7:53 pm
23. Long Range Sewage Expansion Plan Update – 7:54 pm
24. Ordinance Review Update and Schedule – 7:56 pm

STAFF REPORTS

25. City Manager, Bob Bolz – 7:57 pm
26. City Clerk, Beverly Banister – 8:00 pm
27. Finance Administrator, Hayden Wiggins – 8:03 pm
28. Human Resource Manager, Donna Blanton – 8:06 pm
29. Utilities Director, Gary Barr – 8:07 pm
30. Public Works Operations Manager, Trampas Hansard – 8:14 pm
31. Planning Director, Robbie Irvin – 8:16 pm
32. City Attorney, Dana Miles – 8:18 pm

MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION: Pending or Potential Litigation and Land Acquisition

ADJOURNMENT



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: APPROVAL OF THE MINUTES

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND EXECUTIVE SESSION HELD ON SEPTEMBER 10, 2018**

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
September 10, 2018
7:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 7:00 pm.
2. **ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Dana Miles, City Manager Bob Bolz, Deputy City Clerk Tracy Smith, Utilities Director Gary Barr, Public Works Operations Manager Trampas Hansard, Planning Director Robbie Irvin, Finance Administrator Hayden Wiggins and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced the new Tattoo shop is open. He stated he sent a request to the GDOT Commissioner, as well as our State Representative and State Senator, for a reduction in speed limits within the City limits; this was done in unification with Dawson County and Dawson County Board of Education. The City's parking ordinance is still being reviewed with the Dawson County Sheriff's office. Staff reports have been moved to the work session. Coffee with the Mayor is scheduled for September 29, 2018.
5. **APPROVAL OF THE AGENDA:** Motion to remove item #17 made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **APPROVAL OF THE MINUTES:** Motion to approve the minutes from the Work Session and Regular City Council meeting held on August 20, 2018 made by M. French; second by J. Power. Vote carried unanimously in favor.

BUSINESS

8. **AMENDMENT TO PUBLIC INPUT PROCESS:** Motion to amend Public Input Process to include the term uniformed officer made by M. French; second by J. Power. Vote carried unanimously in favor.
9. **BID – THREE HVAC UNITS FOR CITY HALL:** Mayor Eason reported he approved an emergency purchase for three failed HVAC units which exceeded the City Manager's signing permissions, so the repair could be made and money on the purchase was saved. Motion to ratify approval of the purchase made by J. Power; second by Phillips. Vote carried unanimously in favor.
10. **SPECIAL EVENT PERMIT WITH ALCOHOL – GRHOF OCTOBER 26 – 28, 2018:** Faye Abercrombie spoke on behalf of the GRHOF explaining the three-day event is one of their fundraisers. Motion to approve the event with alcohol made by J. Power; second by French. Vote carried unanimously in favor.
11. **GMEBS DEFINED BENEFIT RETIREMENT PLAN RESTATEMENT:**

a. The ordinance amendment was presented by Human Resource Manager Donna Blanton.

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Dawsonville, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. (First Reading – September 10, 2018; Second Reading – September 24, 2018)

This is the first reading of the ordinance amendment; the second reading and vote will occur on September 24, 2018

MINUTES
CITY COUNCIL REGULAR MEETING
September 10, 2018
7:00 P.M.

b. **PENSION COMMITTEE APPOINTMENTS:** Mayor Eason reported the GMEBS adoption agreement requires members be designated to the Pension Committee by position. Motion to appoint the following positions to the Pension Committee made by J. Power:

- Post 2 Councilmember
- Post 4 Councilmember
- Mayor
- City Manager
- City Clerk
- Finance Administrator
- Utilities Director

Second by S. Tolson. Vote carried unanimously in favor.

12. **2019 INSURANCE BENEFITS:** Human Resources Manager Donna Blanton presented the annual review and recommendation for the 2019 Insurance Benefits; questions and discussion followed. The topic will be presented at the 9/24/2018 meeting for a vote.

13. **PROPOSAL FOR PART-TIME CUSTODIAN:** City Manager Bob Bolz presented the City's need to have City Hall cleaned more often and recommended a proposal to hire a part-time custodian to work for the City. Motion to approve the proposal for a part-time custodian made by S. Tolson; second by J. Power. Vote carried unanimously in favor.

14. **REVIEW CITY COUNCIL MEETING DATES FOR THE REMAINDER OF THE YEAR:** Mayor Mike Eason discussed canceling the Regular City Council meeting on 10/8/2018 due to Dawson County School's fall break and the Work Session and Regular Meeting on 11/26/2018 due to it being scheduled one week prior to the December regular meeting. Motion to cancel the October 8, 2018 Regular City Council meeting and the November 26, 2018 Work Session and Regular meeting made by S. Tolson; second by J. Power. Vote carried unanimously in favor.

15. **SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL ORDINANCE:** Planning Director Robbie Irvin presented the ordinance. The first reading was on August 20, 2018; this is the second reading of the ordinance.

An Ordinance For The Purpose of Providing Minimum Requirements For Soil Erosion, Sedimentation and Pollution Control Using Best Management Practices Updated in Accordance With The Model Ordinance From The State of Georgia; To Define Key Terms Herein; To Provide For Exemptions For The Requirements Set Forth Herein; To Provide For The Application And Permit Process To Conduct Land Disturbing Activities In Compliance Herewith; To Provide Enforcement Provisions For The Requirements Set Forth Herein; To Provide Penalties For Violations Of This Ordinance; To Provide Education And Certification Requirements; To Provide For Repealer; To Provide An Effective Date; And For Other Purposes (First Reading – August 20, 2018; Second Reading – September 10, 2018)

Motion to approve the ordinance as presented made by S. Tolson; second by J. Power. Vote carried unanimously in favor. (Exhibit "A")

16. An Ordinance To Provide Updates To Existing Ordinances On Water Sewer And Garbage Services: Related To Reconnection Fees, Fines, Interest And Procedure; Related To Meter Readings, Billings And Collection; Related To Suspension Of Service; Related To Penalties For Violation; And Related To Disconnection Of Service. The Ordinance Also Provides For A Repealer And Restatement, For An Effective Date And For Other Purposes (First Reading - August 20, 2018; Second Reading - September 10, 2018)

MINUTES
CITY COUNCIL REGULAR MEETING
September 10, 2018
7:00 P.M.

City Attorney Dana Miles presented the ordinance. The first reading was on August 20, 2018; this is the second reading of the ordinance.

Motion to approve the ordinance as presented made by S. Tolson; second by J. Power. Vote carried unanimously in favor. (Exhibit "B")

17. Agenda Item Removed

EXECUTIVE SESSION

At 7:50 p.m., a motion to close regular session and go into executive session for the purpose of Pending or Potential Litigation and Land Acquisition made by J. Power; second by S. Tolson. Vote carried unanimously in favor.

At 8:14 p.m. a motion to close executive session and resume regular session was made by J. Power; second by S. Tolson. Vote carried unanimously in favor.

ADJOURNMENT

With there being no further business to attend to, a motion to adjourn the meeting at 8:15 p.m. made by J. Power; second by C. Phillips. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Michael Eason, Mayor

Caleb Phillips, Councilmember

Jason Power, Councilmember/Mayor Pro-Tem

Stephen Tolson, Councilmember

Mark French, Councilmember

Attested: _____
Beverly Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember Mayor Pro-Tem Jason Power, Councilmember Caleb Phillips, Councilmember Stephen Tolson, and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on the September 10, 2018.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 7:50 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

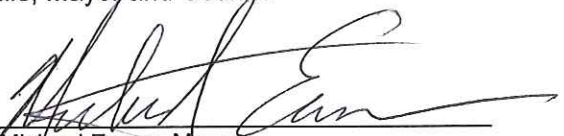
Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other _____ as provided in: _____.

This 5th day of September 2018; By the City of Dawsonville, Mayor and Council:



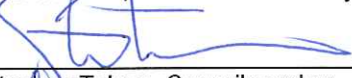
Michael Eason, Mayor



Caleb Phillips, Councilmember



Jason Power, Councilmember/Mayor Pro-Tem



Stephen Tolson, Councilmember



Mark French, Councilmember

Sworn to and subscribed before me this
10th day of September, 2018.



Signature

Notary Public

My Commission expires:



Tracy G. Smith
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
August 13, 2021

The City of Dawsonville Soil Erosion, Sedimentation and Pollution Control Ordinance

AN ORDINANCE FOR THE PURPOSE OF PROVIDING MINIMUM REQUIREMENTS FOR SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL USING BEST MANAGEMENT PRACTICES UPDATED IN ACCORDANCE WITH THE MODEL ORDINANCE FROM THE STATE OF GEORGIA; TO DEFINE KEY TERMS HEREIN; TO PROVIDE FOR EXEMPTIONS FOR THE REQUIREMENTS SET FORTH HEREIN; TO PROVIDE FOR THE APPLICATION AND PERMIT PROCESS TO CONDUCT LAND DISTURBING ACTIVITIES IN COMPLIANCE HEREWITH; TO PROVIDE ENFORCEMENT PROVISIONS FOR THE REQUIREMENTS SET FORTH HEREIN; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ORDINANCE; TO PROVIDE EDUCATION AND CERTIFICATION REQUIREMENTS; TO PROVIDE FOR REPEALER; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the existing Soil Erosion and Sedimentation Control ordinance of the City of Dawsonville is set forth in the City of Dawsonville Code of Ordinances Subpart B Land Development Regulations Chapter 106;

WHEREAS, the State of Georgia Department of Natural Resources Environmental Protection Division has adopted a new recommended model ordinance for local government consideration and adoption in order to maintain their status as a certified Local Issuing Authority in accordance with O.C.G.A. §12-7-8; and

WHEREAS, the City of Dawsonville desires to adopt the new recommended model ordinance with such necessary limited modifications required to adapt it to Dawsonville;

NOW, THEREFORE, the Council for the City of Dawsonville hereby ordains as follows:

The City of Dawsonville Code of Ordinances Subpart B Land Development Regulations Chapter 106 Soil and Sedimentation Control Ordinance is deleted, repealed in its entirety and replaced with the following new Chapter 106 Soil Erosion, Sedimentation and Pollution Control Ordinance as follows:

Chapter 106- Soil Erosion, Sedimentation and Pollution Control Ordinance

Sec. 106-1. Title.

This ordinance will be known as “The City of Dawsonville Soil Erosion, Sedimentation and Pollution Control Ordinance.”

Sec. 106-2 Definitions.

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

1. **Best Management Practices (BMPs):**
These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the ‘Manual for Erosion and Sediment Control in Georgia’ published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
2. **Board:** The Board of Natural Resources.
3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
5. **Coastal Marshlands:** Shall have the same meaning as in O.C.G.A. 12-5-282.
6. **Commission:** The Georgia Soil and Water Conservation Commission (GSWCC).
7. **CPESC:** Certified Professional in Erosion and Sediment Control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.
8. **Cut:** A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
9. **Department:** The Georgia Department of Natural Resources (DNR).
10. **Design Professional:** A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.
11. **Director:** The Director of the Environmental Protection Division or an authorized representative.
12. **District:** The Upper Chattahoochee Soil and Water Conservation District.
13. **Division:** The Environmental Protection Division (EPD) of the Department of Natural Resources.
14. **Drainage Structure:** A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
15. **Erosion:** The process by which land surface is worn away by the action of wind, water, ice or gravity.
16. **Erosion, Sedimentation and Pollution Control Plan:** A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum protections at least as stringent as the State General Permit, best management practices, and requirements in Section 106-4 of this ordinance.
17. **Fill:** A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
18. **Final Stabilization:** All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscape areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region). Final stabilization applies to each phase of construction.
19. **Finished Grade:** The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
20. **Grading:** Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
21. **Ground Elevation:** The original elevation of the ground surface prior to cutting or filling.
22. **Land-Disturbing Activity:** Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section III, Paragraph 5.
23. **Larger Common Plan of Development or Sale:** A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

24. **Local Issuing Authority:** The governing authority of any county or municipality which is certified pursuant to subsection (a) O.C.G.A. 12-7-8. As used hereinafter in this ordinance the Local Issuing Authority (“LIA”) shall be the City of Dawsonville.
25. **Metropolitan River Protection Act (MRPA):** A state law referenced as O.C.G.A. 12-5-440 et. seq. which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
26. **Natural Ground Surface:** The ground surface in its original state before any grading, excavation or filling.
27. **Nephelometric Turbidity Units (NTU):** Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
28. **NOI:** A Notice of Intent form provided by EPD for coverage under the State General Permit.
29. **NOT:** A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
30. **Operator:** The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
31. **Outfall:** The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
32. **Permit:** The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
33. **Person:** Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
34. **Phase or Phased:** Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
35. **Project:** The entire proposed development project regardless of the size of the area of land to be disturbed.
36. **Properly Designed:** Designed in accordance with the design requirements and specifications contained in the “Manual for Erosion and Sediment Control in Georgia” (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
37. **Roadway Drainage Structure:** A device such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
38. **Sediment:** Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
39. **Sedimentation:** The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
40. **Soil and Water Conservation District Approved Plan:** An erosion, sedimentation and pollution control plan approved in writing by the Upper Chattahoochee Soil and Water Conservation District.
41. **Stabilization:** The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
42. **State General Permit:** The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state’s authority to implement the same through federal delegation

under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.

43. **State Waters:** Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
44. **Structural Erosion, Sedimentation and Pollution Control Practices:** Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.
45. **Trout Streams:** All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.epd.georgia.gov. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.
46. **Vegetative Erosion and Sedimentation Control Measures:** Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:
 - a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
 - b. Temporary seeding, producing short-term vegetative cover; or
 - c. Sodding, covering areas with a turf of perennial sod-forming grass.Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.
47. **Watercourse:** Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.
48. **Wetlands:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Sec. 106-3. Exemptions.

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following

1. Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968".
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be

constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;

5. Agricultural operations as defined in O.C.G.A. 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section IV C. of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;
9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the Local Issuing Authority, the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;
10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television

- system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and
11. Any public water system reservoir.

Sec. 106-4. Minimum Requirements for Erosion, Sedimentation and Pollution Control Using Best Management Practices.

A. GENERAL PROVISIONS

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section IV B. & C. of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

B. MINIMUM REQUIREMENTS/ BMPs

1. Best management practices as set forth in Section IV B. & C. of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6 subsection (b).
2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.

5. The LIA may set more stringent buffer requirements than stated in C.15,16 and 17, in light of O.C.G.A. § 12-7-6 (c).
- C. The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. 12-7-1 et. seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:
 1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
 2. Cut-fill operations must be kept to a minimum;
 3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
 4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
 5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
 6. Disturbed soil shall be stabilized as quickly as practicable;
 7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
 8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
 9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. 12-7-1 et. seq.;
 10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
 11. Cuts and fills may not endanger adjoining property;
 12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
 13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
 14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section IV B. 2. of this ordinance;
 15. Except as provided in paragraph (16) and (17) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow, Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and
16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed ; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:
- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed: provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and
17. There is established a 25 foot buffer along coastal marshlands, as measured horizontally from the coastal marshland-upland interface, as determined in accordance with Chapter 5 of Title 12 of this title, the "Coastal Marshlands Protection Act of 1970." And the rules and regulations promulgated thereunder, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to Code Section 12-2-8, where an alteration within the buffer area has been authorized pursuant to Code Section 12-5-286, for maintenance of any currently serviceable structure, landscaping, or hardscaping, including bridges, roads, parking lots, golf courses, golf cart paths, retaining walls, bulkheads, and patios; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully

implemented, where a drainage structure or roadway drainage structure is constructed or maintained; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, on the landward side of any currently serviceable shoreline stabilization structure, or for the maintenance of any manmade storm-water detention basin, golf course pond, or impoundment that is located entirely within the property of a single individual, partnership, or corporation; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented. For the purposes of this paragraph maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as usable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat; and
 - b. The buffer shall not apply to crossings for utility lines that cause a width of disturbance of not more than 50 feet within the buffer, provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
 - c. The buffer shall not apply to any land-disturbing activity conducted pursuant to and in compliance with a valid and effective land-disturbing permit issued subsequent to April 22, 2014, and prior to December 31, 2015; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented or any lot for which the preliminary plat has been approved prior to December 31, 2015 if roadways, bridges, or water and sewer lines have been extended to such lot prior to the effective date of this Act and if the requirement to maintain a 25 foot buffer would consume at least 18 percent of the high ground of the platted lot otherwise available for development; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
 - d. Activities where the area within the buffer is not more than 500 square feet or that have a "Minor Buffer Impact" as defined in 391-3-7-.01(r), provided that the total area of buffer impacts is less than 5,000 square feet are deemed to have an approved buffer variance by rule. Bank stabilization structures are not eligible for coverage under the variance by rule and notification shall be made to the Division at least 14 days prior to the commencement of land disturbing activities.
- D. Nothing contained in O.C.G.A. 12-7-1 et. seq. shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section 106-4 of this ordinance.

Sec. 106-5. Application and Permit Process.

A. GENERAL

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the owner and/or operator are the only parties who may obtain a permit.

B. APPLICATION REQUIREMENTS

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of The City of Dawsonville without first obtaining a permit from the Planning and Zoning Department to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
2. The application for a permit shall be submitted to the City of Dawsonville Planning and Zoning Department and must include the applicant's erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section 106-5 C of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of Section 106-4 B & C of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by a minimum of 3 copies of the applicant's erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.
3. Fees shall be charged in accordance with the City of Dawsonville Fee Schedule set forth in Section 2-110.
4. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the Division, regardless of the existence of a Local Issuing Authority in the jurisdiction.
5. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section 106-4 C 15, 16 and 17 have been obtained, all fees have been paid, and bonding, if required as per Section 106- B 7, have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the Plan submittal.
6. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing the application under consideration, the Local Issuing Authority may deny the permit application.
7. The Local Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the Local

Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit violations.

C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section 106-4 of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.
2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion, sedimentation and pollution control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section 106-4 C. 15, 16 and 17 are obtained, bonding requirements, if necessary, as per Section 106-5 B. 7 are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.
3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).

Sec. 106-6. Inspection and Enforcement.

- A. The City of Dawsonville Planning and Zoning Department will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation.

Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

- B. The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- C. The City of Dawsonville Planning and Zoning Department or designee shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- D. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.
- F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

Sec. 106-7. Penalties and Incentives

A. FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

B. STOP-WORK ORDERS

1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the

violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning;

2. For a third and each subsequent violation, the Director or the Local Issuing Authority shall issue an immediate stop-work order; and;
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the Director or his or her Designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. BOND FORFEITURE

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section 106-5 B 7. The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. MONETARY PENALTIES

1. Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

Sec. 106-8. Education and Certification.

- A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. 12-7-20.
- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and

meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.

- C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
- D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

Sec. 106-9. Administrative Appeal and Judicial Review.

A. ADMINISTRATIVE REMEDIES

The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the Mayor and City Council within 30 days after receipt by the Local Issuing Authority of written notice of appeal. The Mayor and Council shall issue a written decision on the appeal within ten (10) business days of the hearing.

B. JUDICIAL REVIEW

Any person, aggrieved by the appeal decision of the Mayor and Council shall have the right to appeal the decision of the Mayor and Council by writ of certiorari to the Superior Court of Dawson County in accordance with the provisions of O.C.G.A. §5-4-1 et seq.

Sec. 106-10. Effectivity, Validity and Liability.

A. EFFECTIVITY

This ordinance shall become effective upon adoption by the Mayor and Council on the 10th day of September, 2018.

B. VALIDITY

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

C. LIABILITY

1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Local Issuing Authority or the District for damage to any person or property.
2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
3. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, as amended, the Georgia Water Quality Control Act, as amended or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

SO ORDAINED THIS 10TH DAY OF SEPTEMBER, 2018.



Mike Eason, Mayor



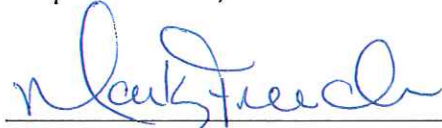
Caleb Phillips, Councilmember



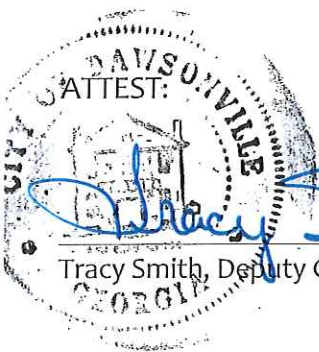
Jason Power, Councilmember



Stephen Tolson, Councilmember



Mark French, Councilmember



Tracy Smith, Deputy City Clerk

AN ORDINANCE TO PROVIDE UPDATES TO EXISTING ORDINANCES ON WATER SEWER AND GARBAGE SERVICES: RELATED TO RECONNECTION FEES, FINES, INTEREST AND PROCEDURE; RELATED TO METER READINGS, BILLINGS AND COLLECTION; RELATED TO SUSPENSION OF SERVICE; RELATED TO PENALTIES FOR VIOLATION; AND RELATED TO DISCONNECTION OF SERVICE. THE ORDINANCE ALSO PROVIDES FOR A REPEALER AND RESTATEMENT, FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Dawsonville is the provider for water and sewer services for businesses and residences within its territorial boundaries;

WHEREAS, the City of Dawsonville is the provider of garbage services to residences within its territorial boundaries which services are billed out on the monthly water and sewer bills;

WHEREAS, the City charges each customer of its water and sewer services based upon usage and garbage on a flat fee basis each month;

WHEREAS, a customer's nonpayment of a bill for water, sewer and/or garbage services rendered thereto results in the City disconnecting and discontinuing said service until satisfaction of the bill along with any applicable fees, interest and penalties; and

WHEREAS, the City intends through this Ordinance to exercise the authority bestowed upon it by the City Charter by implementing updated fines for reconnections, clarifying and revising procedures related to reconnection, meter readings, billings, collection, suspension of service and penalties;

NOW THEREFORE, the Council for the City of Dawsonville hereby ordains as follows:

Section 1.

Chapter 14 of the Code of Ordinances for the City of Dawsonville is amended by repealing the existing Section 14-23 in its entirety and adding a new Section 14-23 to read as follows:

Sec. 14-23. Connection Fees for Water and Sewer Service

- (a) *Water service.* Effective December 1, 2005, each consumer subscribing to use the water service of the City of Dawsonville shall pay a connection fee associated therewith. This connection fee is not a deposit, but is the connection fee to reimburse the city for its cost and expense in providing a service line, meter and labor. The meter shall remain the property of the city. By way of clarification, in the event an owner or user has a single water line serving multiple renters, family members, businesses, etc., each distinct line shall constitute a tap-on fee for purposes of this section in accordance with the applicable provisions of sections 14-37 and 14-38. The connection fee shall be according as set forth in section 2-110 of this Code.
- (b) *Sewer service.* Effective December 1, 2005, in addition to the water service fees above, each party shall also pay the amount set out in section 2-110 of this Code for connection to sewer service. This connection

fee is not a deposit, but is the connection fee to reimburse the city for its cost and expense in providing a service line up to the user's property line as well as the costs associated with any labor. The portion of the sewer line up to the user's property line shall remain the property of the city. By way of clarification, in the event an owner or user has a single sewer line serving multiple renters, family members, businesses, etc., each distinct line shall constitute a tap-on fee for purposes of this section in accordance with the applicable provisions of sections 14-37 and 14-38. The connection fee for sewer service shall be as set out in section 2-110 of this Code.

- (c) *Reconnect fees.* Effective upon the passage of this section, with respect to both water and sewer service provided by the City of Dawsonville, in the event that after service has been disconnected a consumer requests service to be reconnected, the consumer shall pay all outstanding bills in full including the reconnection fees set forth in Chapter 2, Section 2-110, late fees prescribed in Chapter 14, Section 14-25(a)(1), and applicable interest charges pursuant to Chapter 14, Section 14-25(a)(3) in order to be eligible for the reconnection of water and/or sewer services.
- (d) *Multiple violations.* For the purpose of calculating the appropriate reconnection fee, violations whether by non-payment or otherwise within a Twenty-Four (24) month period of the request for reconnection are considered.

Section 2.

Chapter 14 of the Code of Ordinances for the City of Dawsonville is amended by repealing the existing Section 14-25 in its entirety and adding a new Section 14-25 to read as follows:

Sec. 14-25. Meter readings, billings and collection.

- a) *Mailing, payment, penalties and interest.* The City shall read water meters on a monthly basis. Following the monthly meter reading, bills to customers for water, sewer and/or garbage services shall be generated with a billing date and mailed or transmitted electronically if so elected by the customer on a monthly basis. The outstanding balance of each bill is due 10 days from the date of the bill. Bills shall be deemed paid upon receipt of payment at City Hall. Failure to receive bills or notices shall not prevent the bills from becoming delinquent nor relieve the customer from payment of the same. The failure of water, sewer and/or garbage customers to timely pay charges duly imposed shall result in the automatic imposition of the following penalties and interest:
 - (1) Nonpayment within twenty (20) days of the date of the bill will result in a penalty of Ten Dollars (\$10.00) being applied to the delinquent account.
 - (2) Nonpayment within thirty (30) days of the date on the bill will result in water and/or sewer service being disconnected and/or garbage service being discontinued. Disconnection of water for any customer on a payment plan is governed by subsection (b)(2). Reactivation of a disconnected account is governed by subsection (c).
 - (3) All accounts more than 30 days past due from the date on the bill shall bear interest until paid at the rate of one percent per month (12 percent APR) or such other rate as may be set in the future by resolution of the Council.
 - (4) Nonpayment for sixty (60) days after the due date will allow the city, in addition to all other rights and remedies, to terminate the account and apply the security deposit towards the outstanding balance.

- (5) In the event that a customer makes application for water, sewer, or garbage service and it is determined that said customer has or had an outstanding balance due to the city, the city is not obligated to supply any such services until all outstanding bills are paid in full including the reconnection fees set forth in Chapter 2, Section 2-110, late fees prescribed in Chapter 14, Section 14-25(a)(1), and applicable interest charges pursuant to Chapter 14, Section 14-25(a)(3).
- (b) *Payment plan.* A payment plan may be initiated to allow customers making application for new water, sewer, or garbage service to satisfy a balance due provided the amount due is greater than \$75.00 or to allow existing customers to avoid disconnection and pay down a balance due greater than \$75.00.
- (1) *New applicants.* A payment plan may be initiated to allow customers making application for new water, sewer, or garbage service to satisfy a past due balance greater than \$75.00.
- a. Any balance due less than \$75.00 will require full payment with the application.
 - b. Ten percent of the balance due is required with the application to activate new service and a monthly or weekly payment plan will be established for the remainder due.
 - c. If any payment due under the payment plan is more than five days late, the water will be disconnected and all services terminated.
 - d. Nothing herein exempts applicant from paying the requisite security deposit or tolls the accruing of interest on the unpaid balance.
- (2) *Existing customers.* A payment plan may be initiated to allow an existing customer with a past due balance greater than \$75.00 to satisfy the balance due and avoid disconnection.
- a. Ten percent of the balance due is required for the customer to initiate the payment plan and a monthly or weekly payment plan will be established for the remainder due.
 - b. If a payment due under the payment plan is more than five days late, the water will be disconnected and all services terminated.
 - c. Nothing herein tolls the accruing of interest on the unpaid balance or exempts the customer from paying their regular monthly bill on time as the payment plan set forth in this subsection is only for a prior outstanding balance.
- (c) *Conditions for reconnection.* Service disconnected for nonpayment of bills will be restored only after all outstanding bills are paid in full including the reconnection fees set forth in Chapter 2, Section 2-110, late fees prescribed in Chapter 14, Section 14-25(a)(1), and applicable interest charges pursuant to Chapter 14, Section 14-25(a)(3).
- (d) *Return check fee.* A service charge in the amount charged to the city by the city's bank plus the sum of \$35.00 will be charged on all checks returned to the city for insufficient funds, account closed, or any other reason.

Section 3.

Chapter 14 of the Code of Ordinances for the City of Dawsonville is amended by repealing the existing Section 14-26 in its entirety and adding a new Section 14-26 to read as follows:

Sec. 14-26 – Suspension of Service

- (a) *Refund of security deposit.* When water, sewer and garbage service are discontinued and all bills paid, the security deposit shall be refunded to the consumer by the city.
- (b) *Application of security deposit towards account; collection of balance.* Upon discontinuance of service for nonpayment of bills, the security deposit will be applied by the city toward settlement of the account. Any balance will be refunded to the consumer; however, if the security deposit is insufficient to cover the bill, the city may proceed to collect the balance in the usual way provided by law for collection of debts.
- (c) *Authority to enforce provisions.* The city, the city manager, or any duly authorized representative shall have the authority to enforce the provisions of this section by the discontinuance of water service, sewer service and garbage service in the event any person shall continue to violate the provisions of this section whether through non-payment or otherwise after receiving oral or written notice of the violation from the city.
- (d) *Authority to terminate service.* Whenever the city, the city manager, or any duly authorized representative determines that a person is violating or has violated any provision of this section and determines that the violation of this section will cause immediate damage or harm to the water system, sewers, sewage treatment process, equipment, or treatment facilities of the city, or that the violation endangers the public health, safety, or general welfare of the community, the city, the city manager, or any duly authorized representative shall have the power and authority to immediately revoke, orally or in writing, any water or sewerage permit of the person violating any provision of this section or terminate that person's water service and sewer service, or both.
- (e) *Reinstatement of service.* The City, the City Manager, or any duly authorized representative shall have the power and authority to reinstate and reconnect any water and/or sewerage permit or allow the use of the City's water, sewer and garbage service if the person who had been violating the provisions of this article shall discontinue and cease such violations and pay all outstanding bills in full including the reconnection fees set forth in Chapter 2, Section 2-110, late fees prescribed in Chapter 14, Section 14-25(a)(1), and applicable interest charges pursuant to Chapter 14, Section 14-25(a)(3). Upon request for reinstatement of service by the customer, cessation and discontinuance of the violations and payment of all outstanding bills, reconnection fees, late fees, and applicable interest charges in full, the City shall cause the reconnection of services by 4:00 p.m. of the business day following said request and payment.
- (f) *Appeal procedure.* Any person aggrieved by having any sewerage permit, water and sewer service, garbage service or any combination thereof terminated or revoked by the city, the city manager, or any duly authorized representative shall have the right to appeal the revocation to the city council. Such appeal shall be filed within five business days from the date of the termination by notifying the city clerk in writing and specifying the grounds of appeal. The city council shall, within ten days after the receipt of the notice of appeal, fix a date and time for the hearing of the appeal, and after due notice to the parties at interest shall have a hearing on the appeal within twenty days of the date the notice of appeal was received by the city. The council shall issue a written ruling on the issues presented within ten business days of the hearing. Any person dissatisfied with the ruling of the council shall have the right to appeal that ruling by writ of certiorari pursuant to O.C.G.A. § 5-4-1 et seq. to Dawson County Superior Court.

Chapter 14, Section 14-30 of the Code of Ordinances for the City of Dawsonville is amended by repealing the existing Section 14-30 in its entirety and adding a new Section 14-30 to read as follows:

Sec. 14-30. Penalties for Violation.

- (a) Any person or user found to be violating any provision of this article related to non-payment of bills shall as a penalty prior to any further provision of water, sewer and/or garbage services pay all outstanding bills in full including the reconnection fees set forth in Chapter 2, Section 2-110, late fees prescribed in Chapter 14, Section 14-25(a)(1), and applicable interest charges pursuant to Chapter 14, Section 14-25(a)(3).
- (b) Any person or user found to be violating any provision of this article, other than for non-payment of bills or wrongful discharge as set forth in subsection (c) below, shall be issued a citation returnable to the City Court for the City of Dawsonville and upon conviction be punished as provided for under city ordinances and state law. Each day in which any such violation continues shall be deemed a separate offense.
- (c) Any industry, commercial concern, person, or user who discharges any waste material from any source into manholes on the city's sewer system or who discharges or causes to be discharged toxic substances without paying for the increased cost, or those incompatible substances as described under [section 14-34](#), shall be in violation of this article and subject to the maximum penalties allowed by state law. Each pound or gallon of the incompatible substances discharged or caused to be discharged into the city sewer system shall be deemed a separate offense with each offense subject to the maximum penalty allowed by state law. Jurisdiction for prosecution of a violation under this sub-section shall lie in the City Court of Dawsonville or in the Superior Court of Dawson County at the choice of the City. Further, the City, in its discretion, may decline to accept the discharge of any industry, commercial concern, person, or user who discharges or causes to be discharges any incompatible substance as outlined in [section 14-34](#) and may quit providing sewage treatment to the violator until such time as the violator has demonstrated the ability to prohibit the discharge of incompatible substances into the sewer system. In order to facilitate the prevention of the discharge of the incompatible substances into the sewer system and the utility to decline to accept such discharges, the City shall have the right to enter upon the private property of such violator and cut off access to the sewer system of the city.
- (d) Any person violating any of the provisions of this article shall become liable to the City for any expense, loss, damage, fine, penalty, or fee occasioned the City by reason of such violation or violations, including, but not limited to, any fee, penalty, or fine assessed against the City by any state or federal agency as a result of such violation or violations. *See* sections 14-23(c); 2-110; 14-25(a)(1); and 14-25(a)(3).

Section 5.

Chapter 14, Section 14-49 of the Code of Ordinances for the City of Dawsonville is amended by repealing the existing Section 14-49 in its entirety and adding a new Section 14-49 to read as follows:

Sec. 14-49. Authority to Disconnect Service.

- (a) Whenever the city, the city manager, or any duly authorized representative determines that a person is violating or has violated the cross connection provisions of this article and determines that the violation of such provision will cause immediate damage or harm to the treatment process, equipment, or treatment and distribution facilities of the city, or that the violation endangers the public health, safety, or general welfare of the community, the city, the city manager, or any duly authorized representative shall have the

power and authority to immediately terminate that person's water service and/or sewer service until that person has ceased the violation.

- (b) Charges for any discontinuance or resumption of water service and/or sewer service shall be in the amounts fixed in this article. *See* sections 14-23(c); 2-110; 14-25(a)(1); and 14-25(a)(3).

Section 6.

Chapter 2, Section 2-110 of the Code of Ordinances for the City of Dawsonville is amended by repealing the existing sub-section 14-23(c) of Section 2-110 in its entirety and replacing it with a new sub-section 14-23 (c) as follows:

Section 2-110. Fee Schedule.

Sec. 14-23(c). Reconnection fees with respect to both water and/or sewer service:

In addition to payment of any outstanding bills, any late fees prescribed in Chapter 14, Section 14-25(a)(1), and applicable interest charges pursuant to Chapter 14, Section 14-25(a)(3) in order to be eligible for the reconnection of water and/or sewer services, the customer must pay the following reconnection fee as applicable:

First time reconnect within a 24 month period: \$50.00;

Second time reconnect within a 24 month period: \$100.00;

Third time reconnect within a 24 month period: \$200.00;

Each subsequent violation beyond the third reconnect within a 24 month period results in a reconnection fee increase of \$100.00 from the previous violation.

Section 7. Repealer and Restatement.

All ordinances and resolutions and parts thereof in conflict herewith are repealed. However, to the extent not in conflict, all remaining ordinances, resolutions, or parts thereof shall not be amended or repealed and shall remain in full force and effect, except as expressly stated in this ordinance.

Section 8. Effective Date.

This ordinance shall take effect and be in force from and after its adoption.

SO ADOPTED this 10 day of September, 2018.



Mike Eason, Mayor



Caleb Phillips, Councilmember





Jason Power, Councilmember



Stephen Tolson, Councilmember



Mark French, Councilmember


Attested: 

Tracy Smith, Deputy City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: Creekstone Phase 2 Site Plan revision

DATE(s): 9/24/2018 WORK SESSION _____ CITY COUNCIL MEETING

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

Hardeman Communities, Inc., on behalf of the property owner Eibel L.L.P. requests an amendment of the site plan for Creekstone Phase 2.

HISTORY/ FACTS / ISSUES

Parcel #083-026; Zoning PUD; current total density = 114 (64 detached single-family homes & 50 town homes)

Requested change; New total density = 114 (87 detached single-family homes & 27 town homes)

Reduction of number of townhomes will allow for an enlargement of width from 21' to 32' allowing for a 2 car garage and main level dwellings; additional open space between units will also occur.

On 9/10/18 Planning Commission gave their approval of the new site plan.

OPTIONS:

Recommend to approve

RECOMMENDED SAMPLE MOTION:

Motion to approve the change to the Creekstone Phase 2 site plan as presented.

DEPARTMENT: PLANNING AND ZONING

REQUESTED BY: ROBBIE IRVIN, PLANNING DIRECTOR 



August 27, 2018

To: Ms. Beth Duncan, Chair
& City of Dawsonville Planning Commission

Re: Staff Recommendation; Creekstone Phase 2 site plan revision

Ms. Duncan and Commission,

Hardeman Communities, Inc., on behalf of the property owner Eibel L.L.P. requests an amendment of the site plan for Creekstone Phase 2. This property is located on TMP # 083-026 and is zoned PUD.

The current conditions are as follows:

Total density = 114 (64 detached single-family homes & 50 town homes)

The applicant wishes to amend which would result in the following conditions:

New total density = 114 (87 detached single-family homes & 27 town homes)

The reduction of number of townhomes will allow for an enlargement of the townhome width from 21' to 32' allowing for a 2-car garage and main level lifestyle dwellings. Additional open space between units will also occur.

The change in the overall density of Phase 2 will be zero.

The Planning and Zoning staff would recommend **approval**.

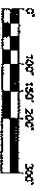
Please let me know if you have any questions regarding this matter.

Sincerely,

R.J. Irvin
Planning Director, City of Dawsonville

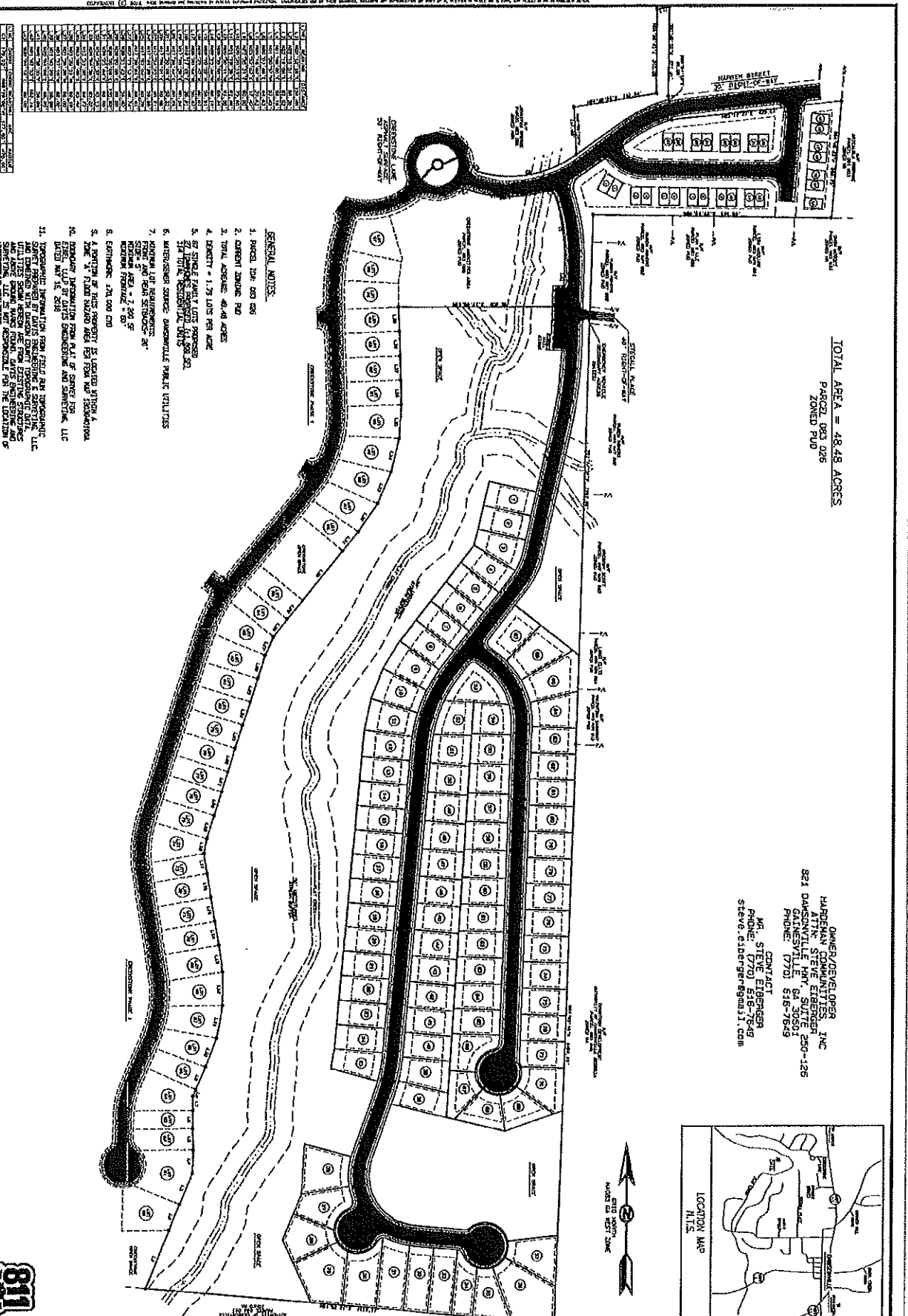
NO.	DESCRIPTION	AREA	PERCENT	AMOUNT
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2	RESERVED	0.00	0.00	0.00
3	RESERVED	0.00	0.00	0.00
4	RESERVED	0.00	0.00	0.00
5	RESERVED	0.00	0.00	0.00
6	RESERVED	0.00	0.00	0.00
7	RESERVED	0.00	0.00	0.00
8	RESERVED	0.00	0.00	0.00
9	RESERVED	0.00	0.00	0.00
10	RESERVED	0.00	0.00	0.00
11	RESERVED	0.00	0.00	0.00
12	RESERVED	0.00	0.00	0.00
13	RESERVED	0.00	0.00	0.00
14	RESERVED	0.00	0.00	0.00
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81	RESERVED	0.00	0.00	0.00
82	RESERVED	0.00	0.00	0.00
83	RESERVED	0.00	0.00	0.00
84	RESERVED	0.00	0.00	0.00
85	RESERVED	0.00	0.00	0.00
86	RESERVED	0.00	0.00	0.00
87	RESERVED	0.00	0.00	0.00
88	RESERVED	0.00	0.00	0.00
89	RESERVED	0.00	0.00	0.00
90	RESERVED	0.00	0.00	0.00
91	RESERVED	0.00	0.00	0.00
92	RESERVED	0.00	0.00	0.00
93	RESERVED	0.00	0.00	0.00
94	RESERVED	0.00	0.00	0.00
95	RESERVED	0.00	0.00	0.00
96	RESERVED	0.00	0.00	0.00
97	RESERVED	0.00	0.00	0.00
98	RESERVED	0.00	0.00	0.00
99	RESERVED	0.00	0.00	0.00
100	RESERVED	0.00	0.00	0.00

- GENERAL NOTES:**
1. PARCEL LOTS ARE 300
 2. CURRENT ZONING: R20
 3. TOTAL AREAS: 48.48 ACRES
 4. DENSITY: 1.75 UNITS PER ACRE
 5. 50' SINGLE FAMILY LOTS PROPOSED
 6. 114' WIDE DRIVEWAY LOTS PROPOSED
 7. INTERIOR DRIVE REQUIREMENTS: 20'
 8. MINIMUM LOT REQUIREMENTS: 20' FRONT AND REAR SETBACKS; 20' SIDE SETBACKS
 9. SIDEWALKS: 4.00' WIDE
 10. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A ZONE "Y" FLOOD HAZARD AREA FROM MAP "FLOOD HAZARD ZONING MAP OF GAINESVILLE, FLORIDA" DATED 11/11/03 AND IS NOT RESPONSIBLE FOR THE LOCATION OF DRAINAGE CHANNELS.
 11. OWNER SHALL BE RESPONSIBLE FOR THE LOCATION OF DRAINAGE CHANNELS, STORM DRAINAGE, AND SIDEWALKS. THE ENGINEER SHALL BE RESPONSIBLE FOR THE LOCATION OF DRAINAGE CHANNELS, STORM DRAINAGE, AND SIDEWALKS.



DATE: 08/14/18
 PROJECT NO.: 2016-267

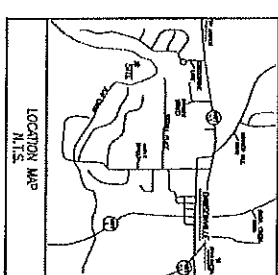
811



TOTAL AREA = 48.48 ACRES
 PARCEL ID# 026
 ZONED PUD

OWNER/DEVELOPER
 HANDEMAN COMMUNITIES, INC.
 821 DAWSONVILLE
 GAINESVILLE, GA 30601
 PHONE: (770) 518-7649

CONTACT
 MR. STEVE EIDERGER
 PHONE: (770) 518-7649
 steve.eiderger@hmda.com



DATE:	08/14/18
PROJECT NO.:	2016-267
SHEET NO.:	1 of 1

**PRELIMINARY SITE PLAN FOR:
 CREEKSTONE SUBDIVISION
 PHASE 2**

LAND LOT 101, 43, 44 & 50
 14TH DISTRICT, 1ST SECTION
 CITY OF GAINESVILLE
 FLORIDA COUNTY, GEORGIA

REVISION	DATE	DESCRIPTION
1	8-14-18	CONCEPTUAL PLAN FOR ZONING MODIFICATION SUBMITTED TO CITY FOR REVIEW

DAVIS
 ENGINEERS
 200 W. HUNTER STREET
 GAINESVILLE, FL 32601
 PHONE: (352) 333-3333
 FAX: (352) 333-3334
 WWW.DAVISENGINEERS.COM



August 14, 2018

City of Dawsonville
Attn: Planning & Zoning
415 Highway 53 E., Ste 100
Dawsonville, GA 30534

Letter of Intent: 128 Creekstone Lane, Dawsonville GA (Parcel # 083_026) – “Creekstone Phase 2”

To Whom It May Concern:

Hardeman Communities, Inc., on behalf of the property owner Eibel L.L.P., requests an amendment to the existing zoning for:

- Property Address: 128 Creekstone Lane, Dawsonville, GA 30534
- Parcel # 083_026
- Land Lots: 437, 448, 505
- Existing Zoning: PUD
 - o Total density = 114
 - 64 detached single-family homes
 - 50 town homes

Requested change:

- Total density = 114
 - o 87 detached single-family homes
 - o 27 town homes

Reason for requested change:

Enlarging the townhome width from 21' to 32' will allow for a 2-car garage rather than single car and a main level lifestyle dwelling, which will result in higher price points and a faster sell-out. The balance of density as single-family detached homes to be the same lot size and setbacks as Creekstone Phase 1. There will be no change to the total density as part of this amended zoning request.

Thank you for your time and consideration.

Sincerely,



Steve Eiberger, President



City of Dawsonville
 P.O. Box 6
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

**Zoning Amendment
 Application**

Request # ZA- 18-00199 Date: 8-14-2018

Applicant Name(s): Hardeman Communities, Inc.

Address: 1000 Old Dawson Village Rd. Ste 220 City: Dawsonville State: GA Zip: 30534

Phone: _____ Cell Phone: 770 616 7649

E-Mail: info@hardemancommunities.com

Property Address: 128 Creekstone Lane

Tax Map # _____ Parcel # 083026 Current Zoning***: FUD

Land Lot(s): 433, 448, 505 District: 14 Section: 1

Subdivision Name: Creekstone Lot # _____

Acres: 48.48 Current Use of Property: _____

Has a past Request of Rezone of this property been made before? N If yes, provide ZA # _____

The applicant request: Phase 2 site plan change

Rezoning to zoning category: _____ Special Use permit for: _____

Proposed use of property if rezoned: _____

If Residential: # of lots proposed 87 Minimum lot size proposed 7,200 ^{sq ft} (Include Concept Plan)

Is an Amenity area proposed No, if yes, what _____

If Commercial: Total Building area proposed _____ (Include Concept Plan)

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

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

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

Road name: Creekstone Ln Type of Surface: Asphalt

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

[Signature]
 Signature of Applicant

8/15/18
 Date

Office Use Only:			
Date Completed Application Rec'd	<u>8/16/18</u>	Amount Paid \$	<u>500</u> Check # <u>1776</u> /Cash
Date of Planning Commission Meeting:	<u>9/10/18</u>	Dates Advertised:	<u>8/22 + 8/29</u>
Date of City Council Meeting:	<u>9/24/18</u>	Dates Advertised:	<u>11 22</u>
Postponed: YES NO	Date: _____	Rescheduled for next Meeting:	_____
Approved by Planning Commission:	YES NO	Approved by City Council:	YES NO



City of Dawsonville
 P.O. Box 6
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

**Zoning Amendment
 Authorization**

Property Owner Authorization

I/We Horst A. Eiberger (G.P. for Eibel, LLLP) hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #) _____
128 Creekstone Lane as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Applicant or Agent Hardeman Communities
 Signature of Applicant or Agent _____ Date 8-14-2018
 Mailing Address 1000 Old Dawson Village Rd. Ste 200
 City Dawsonville State GA Zip 30534
 Telephone Number 770 616 7649

Printed Name of Owner(s) Eibel, LLLP
 Signature of Owner(s) _____ Date 8/14/18
 _____ Date _____
Horst A. Eiberger

Sworn to and subscribed before me this 14th day of August 2018.

Donna R. Mayo
 Notary Public, State of Georgia

My Commission Expires: 4-7-2020 Notary Seal

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



City of Dawsonville
P.O. Box 6
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

**Zoning Amendment
Campaign Disclosure**

Disclosure of Campaign Contributions
(Applicant(s) and Representative(s) of Rezoning)

Pursuant to OCGA, Section 36-67 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

1. Name of local official to whom campaign contribution was made:

None

2. The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

Amount \$ 0 Date: NA

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more made to the local government official during the 2 years immediately preceding the filing application for rezoning: _____

[Signature]
Signature of Applicant / Representative of Applicant

8-14-2018
Date

Failure to complete this form is a statement that no disclosure is required.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: GMEBS DEFINED BENEFIT RETIREMENT PLAN RESTATEMENT

CITY COUNCIL MEETING DATE(S): 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST: **SECOND READING AND VOTE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Dawsonville, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. (First Reading – September 10, 2018; **Second Reading – September 24, 2018**)

HISTORY/ FACTS / ISSUES:

- **FIRST READING – SEPTEMBER 10, 2018**
- **SECOND READING – SEPTEMBER 24, 2018**
- **ADOPTION DEADLINE – OCTOBER 1, 2018**

OPTIONS:

APPROVE, AMEND, DENY, TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Donna Blanton, Human Resource Manager

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Dawsonville

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Dawsonville, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Dawsonville, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Dawsonville, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Dawsonville, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **415 Hwy 53 East, Dawsonville, GA 30534**
Phone: **(706) 265-3256**
Facsimile: **(706) 265-4214**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: **City Clerk**
Address: **415 Hwy 53 East, Dawsonville, GA 30534**
Phone: **(706) 265-3256**
Facsimile: **(706) 265-4214**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position: City Manager
Position: City Clerk
Position: Utilities Director
Position: Finance Administrator
Position: Mayor
Position: Post 2 Councilmember
Position: Post 4 Councilmember

Pension Committee Secretary: Human Resources/Grant Technician
Address: 415 Hwy 53 East, Dawsonville, GA 30534
Phone: (706) 265-3256
Facsimile: (706) 265-4214

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (check one):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008

("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) **Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is _____.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) **Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

- (3) **Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of approval by the Governing Authority** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **January 1, 2012** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **March 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **March 1, 2003** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (must specify month and day commencing): March 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named):

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds an office on March 1, 2003 shall be qualified to participate in the Plan

on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent on March 1, 2003 shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after March 1, 2003 that he occupies any elective office of the Governing Authority. (Participation became mandatory effective March 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan). In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.

(2) Municipal Legal Officers (check one):

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)) : _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum

- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
- At least 5 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

The months to year requirement for excepted class(es) are:

- No minimum
- At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (check one):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority prior to March 1, 2003, unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on said date.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- Prior Military Service is **not** creditable under the Plan (if checked, skip to Section 13.C. – Prior Governmental Service).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years (insert number).

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate (check one):

- One month of military service credit for every _____ month(s) (insert number) of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) (insert number) of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (insert number) of Credited Service with the Employer.
- Other requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

(4) Payment for Prior Military Service Credit(check one):

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

Other Conditions for Award of Prior Military Service Credit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and

the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____

(5) **Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows (check one):

- Prior governmental service is **not** creditable under the Plan (if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**:

(5) Payment for Prior Governmental Service Credit.

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit.
 - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**:

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under

this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service (if checked, skip to Section 14 – Retirement Eligibility).
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan (check one or more as applicable):
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (check one):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years (insert number) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (check one or more as applicable):

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.

Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months (insert number).

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (check one or more as applicable):

- Attainment of age 55 (insert number)
- Completion of 10 years (insert number) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) **Regular Employees**

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- Attainment of age 65 (insert number)
- Completion of 5 years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named):
_____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Normal retirement qualifications for excepted class(es) are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named):
_____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are (check one or more as applicable):

- Attainment of age 65 (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named):
_____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific

individuals may not be named):

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

Attainment of age _____ (insert number)

Completion of _____ years (insert number) of Total Credited Service

In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

This alternative normal retirement benefit is available to:

All Participants who qualify.

Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

A Participant (check one): is required is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

- (3) **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- Must have attained at least age _____ (**insert number**)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years (**insert number**) of Total Credited Service, regardless of the Participant's age.
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the

Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____

- (5) **Other Alternative Normal Retirement Benefit.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____
_____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**

_____.

(6) Other Alternative Normal Retirement Benefit for Public Safety Employees Only.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____
_____.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):**
_____.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____
_____.

A public safety employee Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- _____ years (insert number) of Total Credited Service.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to _____ years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____

- limited to 25 years as an elected or appointed member of the Governing Authority.
 - limited to _____ years as a Municipal Legal Officer.
 - Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____
-

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- (a) **Flat Percentage Formula.** 1.5% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (b) **Alternative Flat Percentage Formula.** _____ % (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (c) **Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (d) **Alternative Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of Covered

Compensation (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
 - All Participants who are Regular Employees.
 - Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
 - All Participants who are Regular Employees.
 - Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ (specify amount). This definition shall apply to (check one):

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60** (insert number not to exceed 60) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows (check one):

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$25.00** (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - All Participants.
 - Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**): 20% 10% ____% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**): 66 2/3 % _____% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**):

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

- (c) The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.

- (2) Variable Annual cost-of-living adjustment not to exceed _____% (insert percentage).
- (3) Fixed annual cost-of-living adjustment equal to _____% (insert percentage).

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) (check one):

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ (insert date).
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): _____

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule (check one):

- No vesting schedule (immediate vesting).
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%

6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____

Vesting Schedule for excepted class (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (check one):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (check and complete one):

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint

and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):

- The Participant must be vested in a normal retirement benefit.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____

(2)

Actuarial Reserve Death Benefit. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (½) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A

Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

B. Terminated Vested Death Benefit

(1) **Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code

Sections 401(a)(17) and 415): _____

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- Are required in the amount of _____ % (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): _____

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (check one):

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with

respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

- Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
 - Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
 - Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
-

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer

acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and

signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of approval by the Governing Authority.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Dawsonville, Georgia this _____ day of _____, 20____.

Attest:

CITY OF DAWSONVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: MEETINGS CLARIFICATION ORDINANCE

CITY COUNCIL MEETING DATE(S): 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST: **FIRST READING**

An Ordinance To Provide The Dates And Times On Which Regular Meetings Of The City Council May Take Place; To Provide For Repealer; To Provide An Effective Date; And For Other Purposes (**First Reading – September 24, 2018**; Second Reading – October 22, 2018)

HISTORY/ FACTS / ISSUES:

SECOND READING – OCTOBER 22, 2018

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

FIRST READING _____

SECOND READING _____

AN ORDINANCE TO PROVIDE THE DATES AND TIMES ON WHICH REGULAR MEETINGS OF THE CITY COUNCIL MAY TAKE PLACE; TO PROVIDE FOR REPEALER; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Article II, Section 2.21 of the Charter for the City of Dawsonville provides for the dates and times on which regular and special meetings of the Dawsonville City Council may be held;

WHEREAS, the City intends through this Ordinance to repeal an existing Ordinance which could be interpreted to conflict with provisions of the Charter pertaining to the dates and times on which regular meetings of the Dawsonville City Council may be held;

NOW THEREFORE, the Council for the City of Dawsonville hereby ordains as follows:

Section 1.

Chapter 2, Article II, Section 2.19 of the Code of Ordinances for the City of Dawsonville is repealed, deleted in its entirety and replaced by a new Chapter 2, Article II, Section 2.19 to read as follows:

Sec. 2-19. Meetings

Regular meetings of the City Council shall take place in accordance with Article II, Section 2.21 of the Charter to the City of Dawsonville.

Section 2. Repealer and Restatement.

All ordinances and resolutions and parts thereof in conflict herewith are repealed. However, to the extent not in conflict, all remaining ordinances, resolutions, or parts thereof shall not be amended or repealed and shall remain in full force and effect, except as expressly stated in this ordinance.

Section 3. Effective Date.

This ordinance shall take effect and be in force from and after its adoption.

SO ADOPTED this ____ day of _____, 2018.

Mike Eason, Mayor

Caleb Phillips, Councilmember

Jason Power, Councilmember

Stephen Tolson, Councilmember

Mark French, Councilmember

Attested: _____
Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: 2019 INSURANCE BENEFITS

DATE(s): _____ WORK SESSION 09/24/2018 CITY COUNCIL MEETING

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO VOTE ON 2019 INSURANCE BENEFITS PACKAGE

HISTORY/ FACTS / ISSUES:

- **OPTIONS PRESENTED AT 09/10/2018 CITY COUNCIL MEETING**
- **DECISION REQUIRED DUE TO DEADLINE REQUIREMENTS TO TERMINATE WITH CURRENT PROVIDER IF DECIDED UPON BY COUNCIL AND TO MEET MANDATORY OPEN ENROLLMENT DEADLINES**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: SERVICE DELIVERY STRATEGY AGREEMENT (SDSA)

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

REQUEST FOR MOTION TO AUTHORIZE THE MAYOR TO EXECUTE UPON APPROVAL OF CITY ATTORNEY AS TO FORM

HISTORY/ FACTS / ISSUES:

- **SDSA DRAFTED; WILL BE REVIEWED WITH LYNN FREY BEFORE MONTH END**
- **SDSA DUE TO DCA BY 10/31/2018**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

2018 SERVICE DELIVERY STRATEGY AGREEMENT

RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA

WHEREAS, as a qualified local government, the City of Dawsonville has participated in the process of negotiating a 2018 Service Delivery Strategy Agreement with Dawson County and Etowah Water and Sewer Authority on different governmental services as applicable to each;

WHEREAS, pursuant to state law, a new Service Delivery Strategy Agreement is required to be submitted to the Department of Community Affairs on or before October 31, 2018 by each of the governmental services providers located in Dawson County, Georgia; and

WHEREAS, the Department of Community Affairs required forms that constitute the Service Delivery Strategy for the City of Dawsonville, Dawson County and Etowah Water and Sewer Authority have been properly filled out with the required information and are attached hereto as Exhibit A;

NOW THEREFORE, be it resolved by the City of Dawsonville that the 2018 Service Delivery Strategy Agreement consisting of the Department of Community Affairs forms 1 through 4 as filled out and attached hereto as Exhibit A are adopted and agreed to by the City of Dawsonville and the Mayor is hereby authorized to execute the same on behalf of the City.

SO RESOLVED BY THE CITY OF DAWSONVILLE, GEORGIA, this the ____ day of October, 2018.

Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Steve Tolson, Council Member Post 2

Jason Power, Council Member Post 3

Mark French, Council Member Post 4

Attest:

Beverly Banister, City Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Water Supply and Distribution

1. Check one box that best describes the agreed upon delivery arrangement for this service:

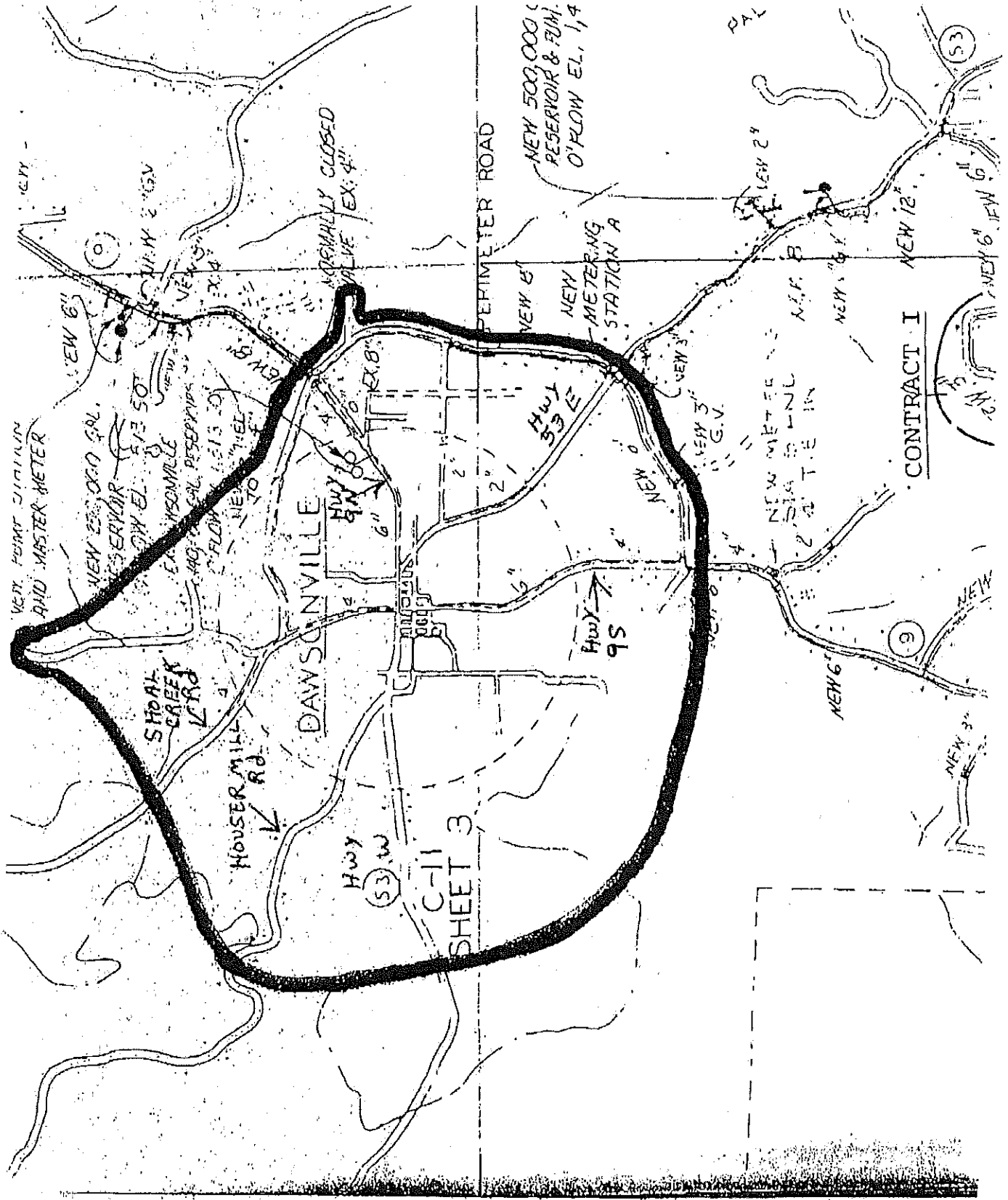
- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **City of Dawsonville provides water service in the area shown on the attached map. Etowah Water and Sewer Authority provides water service in the remainder of Dawson County.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



Blumberg No. 5177
EXHIBIT
B

Form 2 Attachment

Service: Water Supply and Distribution

2. Etowah Water and Sewer Authority will not agree to renegotiate service territories with the City based upon existing infrastructure which makes prior service area maps unrealistic for encouraging development consistent with the City and County future land use plans.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Dawsonville	Enterprise Funds, User Fees, Bonds
Etowah Water and Sewer Authority	Enterprise Funds, User Fees, Bonds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Water Contract	City of Dawsonville & Etowah Water & Sewer Authority	October 1, 2034
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Brooke Anderson, General Manager of Etowah Water and Sewer**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
Brooke: 706-216-6168

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: **DAWSON**

Service: **Sewer Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

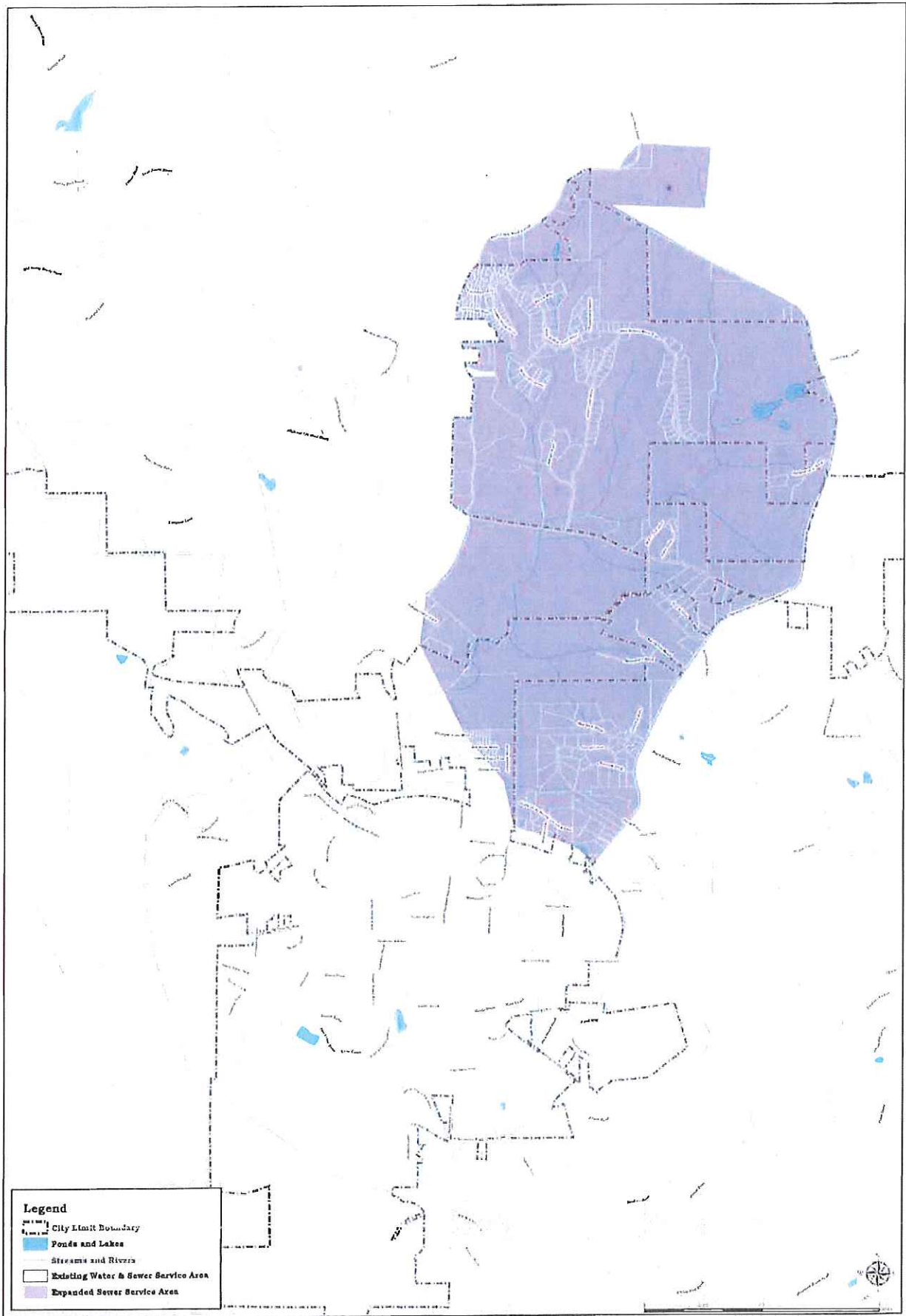
- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **City of Dawsonville provides sewer service in the area shown on the attached map. Etowah Water and Sewer Authority provides sewer service in the remainder of Dawson County.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?






- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



Legend

-  City Limit Boundary
-  Ponds and Lakes
-  Streams and Rivers
-  Existing Water & Sewer Service Area
-  Expanded Sewer Service Area

Form 2 Attachment

Service: Sewer Services

2. Etowah Water and Sewer Authority will not agree to renegotiate service territories with the City based upon existing infrastructure which makes prior service area maps unrealistic for encouraging development consistent with the City and County future land use plans.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Dawsonville	Enterprise Funds, User Fees, Bonds
Etowah Water and Sewer Authority	Enterprise Funds, User Fees, Bonds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Sewer Agreement	City of Dawsonville & Etowah Water & Sewer Authority	
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Brooke Anderson, General Manager of Etowah Water and Sewer**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Brooke: 706-216-6168

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: *Development Permitting and Inspections*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Dawsonville	General Funds; User Fees
Dawson County	General Funds; User Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Building Permitting and Inspections

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Dawsonville	General Funds; User Fees
Dawson County	General Funds; User Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Soil Erosion Permitting and Enforcement

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (If "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Dawsonville	General Funds; User Fees
Dawson County	General Funds; User Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: DAWSON

Service: *Police Protection*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Dawson County

b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

LOST Agreement expired in 2012 and new LOST Agreement adjusted the percentages rather than a specific set amount for police services.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18

Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: DAWSON	Service: Emergency Services: Fire and EMS
-----------------------	--

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
Dawson County
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

LOST Agreement expired in 2012 and new LOST Agreement adjusted the percentages rather than a specific set amount for police services.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Street/Road Repair & Maintenance and Street/Road Cleaning

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Dawsonville	General Funds; SPLOST
Dawson County	General Funds; SPLOST; Impact Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

County has enacted Impact Fees in 2018.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Street IGA	City of Dawsonville and Dawson County	Automatic Renewal
Name Agreement Here		
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None other than impact fees by the County which are also being considered by the City.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Storm Water Management

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Dawsonville	General Fund
Dawson County	General Fund
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: *Solid Waste Management*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Dawsonville	Enterprise Fund
Dawson County	General Fund
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18

Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: *Solid Waste Collection*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Dawsonville**)
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Dawsonville	Enterprise Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: *Planning and Zoning*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked; identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**
- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Dawsonville	General Funds; User Fees
Dawson County	General Funds; User Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Senior Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Dawson County

b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Funds; User Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Parks and Recreation

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Dawsonville	SPLOST; General Funds
Dawson County	SPLOST; General Funds; User Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

City provides parks, passive recreation area and cemeteries. County provides parks, passive recreation and active recreation programs.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: Elections

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Dawson County

b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Funds; Qualification Fees
City of Dawsonville	General Funds; Qualification Fees
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Election IGA	City of Dawsonville and Dawson County	Annual Renewal
Name Agreement Here		
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON	Service: Transit
-----------------------	-------------------------

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
Dawson County
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Fund; User Fees; Federal Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: *Environmental Health*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
Dawson County
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Funds; User Fees; State Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: **DAWSON**

Service: *Public Health*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Dawson County

b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Dawson County	General Funds; User Fees; State Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
 Lynn: 706-344-3501

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

Service: *Animal Control*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Dawsonville and Dawson County**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (If "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Dawson County	General Funds
City of Dawsonville	General Funds
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Previously Dawson County provided Animal Control for the entire county through both county employees and the Humane Society. After experimenting with different arrangements, the City began providing Animal Control Services in the incorporated area in approximately 2015.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None anticipated at this time.

7. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**
 Phone number: **Dana: 770-781-4100** Date completed: 10/1/18

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **DAWSON**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="837 1188 1511 1413" style="background-color: black; color: white; padding: 5px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Dawson County, City of Dawsonville, Etowah Water and Sewer Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Water Supply and Distribution
Sewer Services
Development Permitting and Inspections
Building Permitting and Inspections
Soil Erosion Permitting and Enforcement
Street/Road Repair & Maintenance and Street/Road Cleaning
Storm Water Management
Solid Waste Management
Planning and Zoning

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Senior Services
Police Protection
Solid Waste Collection
Parks and Recreation
Elections
Emergency Services: Fire & EMS
Transit (Personal)
Environmental Health
Public Health
Animal Control



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DAWSON

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
None

2. Check the boxes indicating how these incompatibilities or conflicts were addressed;

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:
Describe "Other" Measures Here

NOTE:

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Both City and County require as part of their land development regulations that water and sewer providers be identified and commit to service any area that is not currently served by a provider.

4. Person completing form: **Dana Miles, City Attorney & Lynn Frey, County Attorney**

Phone number: **Dana: 770-781-4100** Date completed: 10/1/18
Lynn: 706-344-3501

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



Georgia Department of
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: DAWSON

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
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<u>CITY OF DAWSONVILLE</u> <u>DAWSON COUNTY</u> <u>ETOWAH WATER AND SEWER AUTHORITY</u>	Mayor Commission Chair Board Chair	Mike Eason Billy Thurmond Jim King		
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**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13**

SUBJECT: RESOLUTION – COMPREHENSIVE PLAN

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

REQUEST FOR MOTION TO ADOPT THE 2018 COMPREHENSIVE PLAN BY RESOLUTION

HISTORY/ FACTS / ISSUES:

ELECTRONIC AND HARD COPIES OF COMPREHENSIVE PLAN SUBMITTED PREVIOUSLY FOR REVIEW

OPTIONS:

AMEND, APPROVE, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAWSONVILLE TO ADOPT THE 2018 CITY OF DAWSONVILLE COMPREHENSIVE PLAN

WHEREAS, The Georgia Planning Act of 1989 (codified at O.C.G.A. §§ 45-12-200 *et seq.*; 50-8-1 *et seq.*; 12-2-1 *et seq.*; and 36-70-12 *et seq.*) requires cities and counties to prepare comprehensive plans regarding local economic and natural resources; and

WHEREAS, such comprehensive plans are required to be prepared in accordance with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the Minimum Planning Standards and Procedures require that local governments update their comprehensive plans at least every ten years; and

WHEREAS, the City of Dawsonville last adopted a Comprehensive Plan in 2008; and

WHEREAS, the City of Dawsonville have undertaken to update the 2008 Comprehensive Plan resulting in the completion of the 2018 City of Dawsonville Comprehensive Plan; and

WHEREAS, the 2018 City of Dawsonville Comprehensive Plan complies with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Dawsonville, Georgia adopts the 2018 City of Dawsonville Comprehensive Plan. hereby resolves as follows:

BE IT FURTHER RESOLVED, that upon its enactment by the City Council, a copy of this Resolution shall be forwarded by the City Clerk to the Georgia Mountains Regional Commission with seven (7) days of the date of adoption.

SO adopted this ___ day of _____, 2018.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember

Jason Power, Councilmember

Stephen Tolson, Councilmember

Mark French, Councilmember

Attested: _____
Beverly A. Banister, City Clerk



**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14**

SUBJECT: CHANGE ORDER REQUEST – MAIN STREET PARK

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other SPLOST VI

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

PURPOSE FOR REQUEST:

REQUEST FOR CHANGE ORDER AT MAIN STREET PARK TO REMOVE AND REPLACE BAD DIRT

HISTORY/ FACTS / ISSUES:

- Option 1 - \$97, 913.90
 - Option 2 - \$70,495.00
-

OPTIONS:

AMEND, APPROVE, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Operations Manager



SUBGRADE EVALUATION

2660 White Sulphur Road ♦ Gainesville, Georgia 30501 ♦ 770.536.5220 phone ♦ office@southerngeotech.com

PROJECT NAME: Dawsonville Main Street Park CMT DATE OF EVALUATION: September 14, 2018
 EVALUATED BY: Rodney Clark PROJECT NO.: 12159G
 CLIENT: City of Dawsonville REPORT NO.: 62028

TYPE:

- Fill Placement Subgrade
- Pavement Subgrade
- Pavement Subgrade Prior to Base Course Placement
- Pavement Subgrade Prior to Asphalt/Concrete Placement
- Floor Slab Subgrade
- Other

METHOD OF EVALUATION:

- Observation
- Random Probing
- Proofrolled With:
 - Loaded Dump Truck Single-Axle
 - Loaded Dump Truck Tandem-Axle
 - Loaded Pan
 - Loaded Off-Road Dump Truck
 - Roller

AREA EVALUATED	COMMENTS/RECOMMENDATIONS
Walking trail area at southeast portion of site	<p>As observed, the area exhibited soft upper soils and exposed topsoil. The area will need to be stabilized prior to trail pavement construction.</p> <p>Option No. 1 would be to place Haines Geo BX1200 geogrid and 24-inches of graded aggregate base course capped with the pavement design base course.</p> <p>Option No. 2 would be to place 18-inches of No. 4 stone followed by the design pavement thickness of graded aggregate base course.</p>

NOTE:

Near surface soils disturbed by construction traffic or by exposure to rain, drying, or freezing, must be removed or moisture-conditioned and recompacted to meet project specifications prior to further construction. If such occurs, a re-evaluation is recommended.

T. W. PHILLIPS GRADING, INC.
GRADING CONTRACTOR

September 19, 2018

CO 1

1253 Shoal Creek Road
 Dawsonville, Georgia 30534
 Phone: (706) 265-1337
 Fax: (706)-265-1402

Owner: City of Dawsonville
 Project Main Street Park
 Plans Dated:
 Prepared:

Line No.	Item Description	Quantity	Unit	Price	Amount
----------	------------------	----------	------	-------	--------

Undercut Asphalt Trails per Southern Geotechnical Consultants recommendations dated 9.14.18

Option 1

Undercut 2'	940	cy	\$	85.00	\$79,900.00
Fabric	1,410	sy	\$	2.79	\$3,933.90
2' GAB	1,408	tn	\$	10.00	\$14,080.00
					<u>\$97,913.90</u>

Option 2

Undercut	705	cy	\$	85.00	\$59,925.00
1.5' of #4 Stone	1,057	tn	\$	10.00	\$10,570.00
					<u>\$70,495.00</u>

Price for the stone is haul and place only. Stone to be paid for by the City



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15

SUBJECT: FARMER'S MARKET PRESENTATION

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

CHRISTIE HAYNES MOORE WILL PRESENT A POWERPOINT PRESENTATION PROPOSING JOINT MANAGEMENT FOR THE FARMER'S MARKET WITH THE AMICALOLA REGIONAL AGRICULTURE COMMITTEE

HISTORY/ FACTS / ISSUES:

NO SUPPORTING DOCUMENTS AVAILABLE AT THIS TIME; CHRISTIE WILL PROVIDE THE POWERPOINT ON MONDAY

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: MAIN STREET PARK PLAYGROUND

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other SPLOST VI

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

PURPOSE FOR REQUEST:

PRESENT AND DISCUSS PLAYGROUND OPTIONS FOR MAIN STREET PARK

HISTORY/ FACTS / ISSUES: .

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17

SUBJECT: UTILITY RATES REVIEW

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

DISCUSS CURRENT UTILITY RATES – REQUEST APPROVAL TO COMMISSION A RATE STUDY

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Hayden Wiggins, Finance Administrator



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 18

SUBJECT: NGN WATER TOWER AGREEMENT

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

DISCUSS NGN WATER TOWER AGREEMENT

HISTORY/ FACTS / ISSUES:

**DOCUMENT PROVIDED IS A WORKING DOCUMENT; REDLINED BY CITY ATTORNEY.
NOT THE FINAL DRAFT.**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

WATER TANK AGREEMENT

This agreement ("Agreement") made and entered into as of this _____ day of October 2018 by and between the City of Dawsonville, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "CITY"), and North Georgia Network Cooperative, Inc., organized and existing under the laws of the State of Georgia, (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, the CITY owns two (2) water Towers (hereinafter the "Towers") located at _____

_____, in Dawsonville, Dawson County, Georgia as shown on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Description of Property"); and

WHEREAS, LESSEE desires to install, remove, replace, maintain, and operate at its expense, a wireless broadband service system facility, including antennas to be mounted on top of the Towers and a weather utility service box to house the communications service system fixtures and equipment, and necessary appurtenances; and in consideration of the provisions, terms, conditions and covenants contained herein, the CITY and LESSEE do mutually covenant and agree as follows:

1. Rented Space. CITY hereby leases nonexclusive space on top of that certain space on the CITY's Towers for antennas and mounts at locations to be selected by LESSEE so long as they do not interfere with antennas currently located on said Towers and do not interfere with the openings to the Towers, the ladders, braces, paint removal, or painting of the Towers and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. The CITY also hereby rents to LESSEE an area of land on the Property near the base of the Towers with sufficient space on which to install one utility box, wires, cables, conduits and pipes running from the space on the water Towers to the utility box, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks.
2. Term. The term of this Agreement (the "Initial Term") is Four (4) years ~~One (1) year~~, commencing on the date of execution by both parties (hereinafter "commencement date"). This Agreement will automatically renew for three (3) additional one (1) year terms unless terminated by either party by providing at least ninety (90) days written notice of intent to terminate at the end of the existing term.

Commented [DBM1]: I thought that they mounted it on the side of the tower, but maybe it is the top. Need to verify and correct Agreement accordingly in this paragraph and the one above it.

3. Annual Termination. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to CITY by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that ninety (90) days prior notice is given to CITY; provided, however, should LESSEE terminate the Agreement pursuant to this provision during the initial term, LESSEE shall pay to CITY a lease termination fee equal to six (6) months' rent.

Formatted: Indent: Left: 0.25", No bullets or numbering

4.3 Removal Upon Termination. LESSEE shall, upon ~~termination expiration of the Term, or within ninety (90) days after any earlier termination~~ of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage (other than by LESSEE) excepted. CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Any structural modification, repairs, additions or improvements to the Tank shall become the property of the CITY. If LESSEE fails to remove all of the equipment, conduits, fixtures and personal property within ~~the aforementioned ninety (90) period~~ thirty (30) days of the date of termination, the CITY shall remove all of the ~~CITY/LESSEE's~~ equipment, conduits, fixtures and personal property at ~~CITY/LESSEE's~~ sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by CITY to LESSEE. ~~CITY hereby waives any statutory or landlord's lien that may otherwise attach to LESSEE's equipment.~~ LESSEE shall not mortgage or pledge the Land Space as security for any debt or incur any encumbrance that could result in a lien or claim of lien against the Land Space or this Lease. LESSEE shall notify any materialman or contractor prior to providing labor upon the Land Space, or delivery of materials, that this Agreement is a Lease of public property to which statutory lien rights do not apply.

5.4 Rent. As consideration for the use of the CITY's Water Tank Towers as set forth in this Agreement, and so long as LESSEE continues the use of the two (2) Water Tank Towers ~~within the CITY's Public Ways owned by the CITY~~, for the purposes set forth herein, LESSEE agrees to pay to the CITY upon execution of this Agreement a Monthly rent of One Thousand Dollars (\$1,000.00). The annual rental for each year of the term shall increase on each annual anniversary of the Commencement Date by THREE PERCENT (3.0%) over the annual rent due for the immediately preceding year.

6.5 Title and Quiet Possession. The CITY represents and agrees (a) that it is the owner of the Property and Towers, (b) that it has the right to enter into this ~~agreement~~ Agreement, (c) that the person signing this ~~agreement~~ Agreement has the authority to sign, (d) that LESSEE is entitled to access the Property, including inside any security fence or area, at

all times throughout the terms of the Agreement so long as LESSEE is not in default of this ~~agreement~~Agreement. The CITY further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting CITY's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Property by LESSEE as set forth above and herein. The CITY shall furnish LESSEE with the necessary means of access for the purposes of ingress and egress to these Properties and the Towers.

Commented [DBM2]: This sentence is largely repetitive of subsection (d) above and raises the question of what the City is furnishing as "necessary means"

7.6. Installation and Permitted Use. In no event shall LESSEE pierce or drill into the exterior of the water tanks. LESSEE agrees that it will provide the CITY a written proposal addressing the installation of antenna and that such proposal shall be approved by the CITY prior to installation. LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Towers described in Exhibit "A" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). LESSEE's installation of all such equipment, personal property, and facilities shall be done according to plans approved by CITY, and no equipment or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed.

LESSEE may update or replace the Antenna facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the Towers is satisfactory to CITY. LESSEE shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by LESSEE within 30 days of receipt of a detailed invoice.

LESSEE shall provide CITY with "as built" drawings of the equipment installed on the water Towers and improvements installed on the Property which show the actual location of all equipment and improvements. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Towers. A sites plan will be provided showing the proposed placement of the shelter.

LESSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, Equipment Shelter, and any other leasehold Improvements, and shall keep the same in good repair and condition during the Lease term.

LESSEE will adhere to all OSHA safety requirements.

LESSEE shall place no advertising on the sites or on any structure on the sites. All antennae panels will be painted to match the water Towers.

8.7. Interference. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of CITY or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after CITY has notified LESSEE of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. If LESSEE has not cured any such interference, disruption or interruption within forty-eight (48) hours after notice thereof by CITY, then except for brief tests necessary for the elimination of the interference, disruption or interruption, LESSEE shall cease operation until the interference, disruption or interruption is cured and may be deemed in default by CITY, which shall result in termination of this Agreement. CITY agrees that CITY and/or any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

9.8. Utilities. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation and shall pay all costs of the meter, the electrical power used by LESSEE and any related costs associated therewith. LESSEE shall be permitted at any time during the Term (as hereinafter defined), to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by CITY. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

9. Maintenance of Area. LESSEE shall make no alterations to the Towers or related facilities which will compromise or impair the integrity of the structure. LESSEE shall exercise special precaution to avoid damaging the facilities of the CITY, and LESSEE hereby assumes all responsibility for any and all loss or such damage created by LESSEE, its employees or agents. LESSEE agrees to make an immediate report to the CITY of any installation and maintenance of LESSEE's facilities on the Towers and Property. The Towers and Property maintenance is the responsibility of the CITY. The

LESSEE's equipment and facilities located on the Towers and Property are the maintenance responsibility of the LESSEE. The CITY covenants that it will keep the Towers in good repair as required by all federal, state, county and local laws relative to the CITY's use of the property. The CITY shall not move, disconnect or adjust, in any way, LESSEE's equipment without the supervision of a LESSEE representative on the Property. LESSEE acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Towers and the CITY shall incur no liability to LESSEE for any injury, expense, or claim incurred by LESSEE during any such repair or renovation.

10. Indemnity. Except for the negligent acts or willful misconduct of CITY's agents or employees, LESSEE agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of LESSEE or its employees, agents, or subcontractors in the performance of this Lease Agreement or from the installation, operation, use, maintenance, repair, removal, or presence of LESSEE's transmission facilities on the Property and the water Towers, including but not limited to electrical interference or health problems caused by LESSEE's transmission operations,

11. Insurance.

- a. LESSEE shall provide Comprehensive General Liability Insurance coverage in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance LESSEE shall have a subrogated claim against the other.
- c. LESSEE shall provide to CITY, prior to Commencement Date of the Agreement~~Lease Term~~, evidence of the required insurance in the form of a certificate of insurance issued by an insurance LESSEE company licensed to do business in the State of Georgia.

Commented [DBM3]: This word does not belong here, but in any event, we should run this no subrogation claim by our insurance carrier before we sign it.

~~13.~~12. Hazardous Substance. LESSEE shall not introduce or use any such substance on the sites in violation of any applicable law. LESSEE understands that if the CITY needs to remove the old paint and repaint the water Towers and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal. LESSEE agrees to cooperate fully with the CITY in whatever steps are necessary for the removal of the old paint and the repainting of the water Towers. LESSEE agrees to hold the CITY harmless of any interruption of service or possible damage of their equipment during this process.

~~14.~~13. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between CITY and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either CITY or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

~~15.~~14. Miscellaneous. (a) This ~~agreement~~Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this ~~agreement~~Agreement; (b) this ~~agreement~~Agreement is governed by the laws of the State of Georgia; (c) this ~~agreement~~Agreement (including the Exhibit "A") constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this ~~agreement~~Agreement must be in writing and executed by both parties; (d) if any provision of this ~~agreement~~Agreement is invalid or unenforceable with respect to any party, the remainder of this ~~agreement~~Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this ~~agreement~~Agreement will be valid and enforceable to the fullest extent permitted by law.

~~16.~~Governing Law. ~~This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.~~

Commented [DBM4]: This paragraph is repetitive of 14 (b).

~~17.~~15. Assignment. LESSEE may not assign or sublet this Lease without the prior written consent of CITY.

~~18.~~16. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by overnight delivery

~~servicecommercial courier~~, provided the ~~courierservice~~'s regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the ~~courierservice~~'s receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

CITY: City of Dawsonville
415 Highway 53 East
Dawsonville, GA 30534
Phone: 706 -265-3256

LESSEE: Attn: President
North Georgia Network Cooperative, Inc.
6135 State Hwy. 115, Suite 1B
Clarksville, GA 30523

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

~~19-17. Recording.~~ CITY agrees to execute a Memorandum of this ~~Lease~~ Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of ~~LeaseAgreement~~ is for recording purposes only and bears no reference to commencement of either term or rent payments.

~~20-18. Successors.~~ This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

The following Exhibits are attached to and made part of this ~~agreementAgreement~~:
Exhibit "A" – Legal Description.

~~Owner~~CITY: City of Dawsonville
Cooperative, Inc

~~Lessee~~: North Georgia Network
Cooperative, Inc

By: _____ By: _____
~~Print~~ _____ ~~Mike Eason, Mayor~~
Title: _____

Attested by:

Attested by:

| _____
City ~~Administrator~~Clerk

CEO

Date

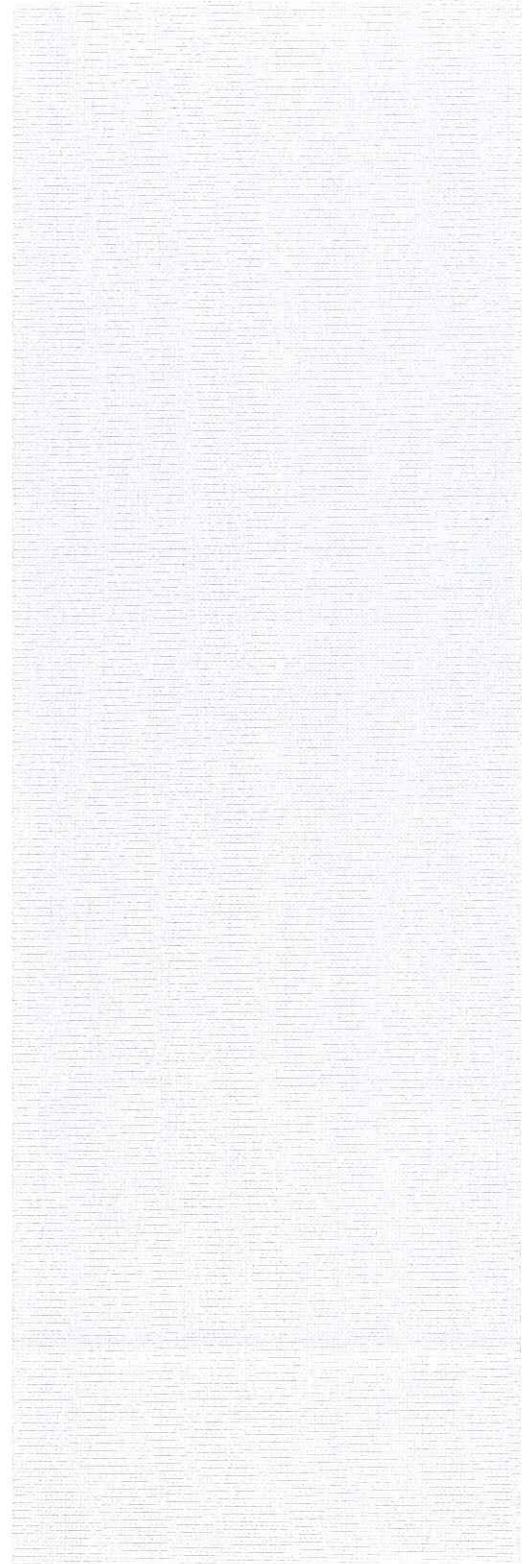
Date

Signed, sealed and delivered in the
presence of:

Signed, sealed and delivered in the
presence of:

Notary Public
My commission expires:

Notary Public
My commission expires:





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 19

SUBJECT: IT SERVICE CONTRACT

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

DISCUSS POTENTIAL IT SERVICE CONTRACT WITH HALSKI SYSTEMS

DOCUMENT PROVIDED WILL NEED TO BE MODIFIED ACCORDING TO CITY ATTORNEY'S RECOMMENDATIONS

HISTORY/ FACTS / ISSUES:

THE FOLLOWING QUOTES WERE RECEIVED:

- Halski Systems - \$2182.25 per month
 - IT7 - \$1650.00 per month
 - Sophicity - \$2605.78 per month (current provider)
 - Appalachian Technical Services – quoted blocks of hours and a la carte service
 - InterDev - \$5794.00 per month
 - Syclone - \$1700.00 per month
-

OPTIONS:

REQUESTED BY: Beverly Banister, City Clerk

We have prepared a quote for you



1 Yr 24/7 MSP for City of Dawsonville

Quote # 008034 Version 1

PREPARED FOR
City of Dawsonville



P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

Friday, September 14, 2018

City of Dawsonville
Beverly Banister
415 Hwy 53 #100
Dawsonville, GA 30534
clerk@dawsonville-ga.gov

Dear Beverly,

Managed Services Proposal

Proprietary Notice & Non-Disclosure Statement

By accepting this document, Client agrees that the information contained in this document is provided under an exclusive, perpetual non-disclosure agreement between Halski and Client and cannot be copied, transmitted, excerpted, or otherwise communicated to anyone without the prior written consent of Halski Systems LLC, ("Halski"). Client shall mean the Client shown on the accompanying Service Level Agreement (SLA) of the Client, executed by Client and Halski, by executing the SLA, agrees to all the terms and conditions of this Managed Services Proposal. "Services," as referred to in this document, shall mean those services to be performed by Halski for Client under the SLA, as defined in the SLA.

This package contains proprietary and trade secret information. All data furnished in connection with this package is intended for use in evaluating potential business opportunities with Halski Systems LLC and is considered proprietary information.

Intended recipients of this document shall have the right to duplicate, use, or disclose the data contained herein to the extent necessary to perform their duties in the interest of formulating a business relationship with Halski Systems LLC, **but may not disclose this information in order to obtain competitive quotes from other vendors.**

These restrictions do not limit the right to use information contained herein if said data is obtained from another source, without restriction. These restrictions apply to all media comprising this package.

Statement of Confidentiality

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

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P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

Our Solution

Halski's Proactive Managed Services:

The Core Components that comprise our Proactive Managed Services package include:

Technical Account Manager/More Complex Issues:

- Your technical account manager is your main point of contact and coordinates the different departments' efforts.
- Your Technical Account Manager will perform Quarterly Asset True-Ups to ensure your agreement is always up-to-date. Quarterly Asset True-Ups shall mean a review of the number of Client devices utilizing the Services and adjusting the monthly contractual billing accordingly, either down or up.

Vendor Management:

- Reap the benefits of a single point of contact for all your technology vendors.
- With our Vendor Management Program, you will only need to send a single Email, or make a quick phone call to open up a Trouble Ticket, and we will manage all Vendor issues to resolution for you. No matter what they are. No matter how many Vendors are involved.

On-Site Support:

- Should the issue be such that it cannot be resolved remotely, Halski dispatches a technician to your site.

Flat Fee Billing:

- Flat Rate Billing with no surprises with our Flat Rate Services all you need to do is send a single Email, or make a quick phone call to open a Trouble Ticket. We will manage the issue to resolution.
- Managed Device Counts, security services & cloud services are billed for actual usage, and may change based on the needs and usage of the end user.

How it Works

The Halski process:

- When Halski engages with you, the first step is to assess the network, create network usage policies, and take all necessary steps to create standardization for ease of use and administration. We want to make the network easy to use for you and easy to manage for us.
- We then install our management agents. The management agent constantly performs checks on the devices and alerts the engineers at Halski's Technical Assistance Center, who in turn, proactively take appropriate steps to prevent the potential issue from becoming problem.
- Using the software tools in the management agent, the engineers at Halski's Technical Assistance Center perform preventive maintenance tasks such as deploying anti-virus updates, patches, removal of spyware, "cleaning" of machines, tuning of servers, updating firewall rules and much more to keep the client's network running optimally.

Managed Services Agreement Appendix A



P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 30 minutes	30 Minutes
Significant degradation of service (large number of users or business critical functions affected)	2	Within 1 hour	1 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 4 hours	2 hours
Small service degradation (business process can continue, one user affected).	4	Within 8 hours	8 hours

As the escalation threshold is reached, the next Tier of support shall be brought in to resolve the issue.

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues. In the event Halski determines remote resolution is not possible, it will provide onsite support.



P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

**Managed Services Agreement
Appendix B (cont.)
Service Rates**

Labor	Rate
Remote Workstation Management/TAC Team 24x7x365	INCLUDED
Remote Network Management 7am-7pm M-F EST	INCLUDED
Remote Server Management 7am-7pm M-F EST	INCLUDED
24x7x365 Network Monitoring	INCLUDED
On-site Labor 8am-5pm M-F EST	Included (As Needed in the reasonable determination of Halski)
On-Site Labor – After Hours and Weekends	\$175/hour
Project Labor	\$150/hour

Key Client Commitments:

The following key client commitments are necessary to the development of our work plan and the performance of Halski in our agreement. All fees and expenses set forth in this section are, therefore,



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contingent upon the accuracy of these client commitments and are subject to change in the event that client does not meet these commitments. Therefore, Client should verify the accuracy of pricing by carefully reviewing the following commitments:

- Client will work closely with Halski, providing necessary personnel and timely responses in the development of the deliverables.
- Client personnel with decision-making authority will respond as necessary in order to complete the identified tasks.
- Client will make a knowledgeable employee readily available to Halski during all down-time or trouble situations.
- Halski Systems LLC will not be held responsible for delays in the time table due to the unavailability of information or resources from Client.
- Upon request, Client will provide timely and accurate information related to the success of this maintenance contract.
- In order to ensure project success in a timely manner, Client will provide timely access to all necessary client resources and project team.
- A client recognizes that requested upgrades and additions, which fall outside this Contract, will be billed at a rate determined on a separate project basis. This will include, but not be limited to, network infrastructure upgrades, office moves, network moves, or similar changes to the network.
- Client recognizes that this Contract is a labor-only contract for repair and maintenance and does not cover hardware or software (unless otherwise specified). All hardware that is necessary in order to repair Client's infrastructure will be paid for separately, outside of this contract.
- Client agrees to designate a point of contact with responsibility and authority for review and approval of deliverables under this Contract.
- Client end users will allow Halski Systems LLC personnel access to desktops and servers in a timely fashion. If access is denied by the end user, the ticket ("ticket" shall mean a call to the TAC team or an electronically opened ticket at the TAC site) will be resubmitted to the ticketing queue. The ticketing queue will be responded to, first in first out, unless assigned a higher priority by the manager. If access is denied three times the ticket may be closed.
- **Client will provide a work area and access to systems and personnel as jointly agreed upon by Client and Halski Systems LLC (hereinafter "the Parties"). Since time is a critical factor in this contract, Client will have the work area and access to systems and personnel available to Halski Systems LLC as soon as possible.**
- **Client is required to have a current support, or maintenance contract on all software/hardware supplied by client. All licensing, install media, upgrades, maintenance cost of third party software is not included in this agreement. Halski will support 3rd party software/hardware on a best effort basis as long as it is supported under a maintenance agreement. This does not include modifications to application, database and software upgrades, etc.**



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Halski Systems LLC Responsibilities:

- Halski Systems LLC agrees to assign necessary personnel in order to project manage all activities of this Contract and to serve as the primary point of contact with the Client team.
- Halski Systems LLC will provide progress reports on the status of all work in progress on a regular basis.
- Halski Systems LLC will inform Client of any delays, as well as all alternatives to resolving delays, as soon as is reasonably possible.
- Halski Systems will assure project management during the contract term and will provide proper reporting on time used on behalf of client.

Trouble tickets Process:

TAC Team:

The TAC Team (Help Desk) services will be available 24x7x365. Simply call 770-536-2276, or Toll Free 866-260-4457, option 1 to speak with a TAC Team technician, email ticket request to TAC@halski.com.

Call backs:

On a call back, the Engineer Team will leave a voicemail for the client. If the call is not returned the Engineer will make at least 3 additional attempts to contact the client. If the client has not responded to the Engineer after the third attempt, the ticket will be marked completed.

General Terms of Agreement

1.0 Term. This Agreement is effective upon the date signed, and shall remain in force for a period of (1) one years.



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The Service Agreement will automatically renew monthly beginning on the day immediately following the end of the preceding Term unless either party gives the other notification of non-renewal not less than 30 days before the end of the initial term or any renewal term.

2.0 Termination for Cause. This Agreement may be terminated for Cause by either Party (the Parties to this Agreement are Halski Systems, LLC (Halski) and the Client shown on the execution page of this Agreement (Client)) upon thirty (30) days' written notice in the following circumstances:

a. By Client. To terminate your account based upon Halski's material breach of the terms of this Agreement, Client must provide to Halski, as described in section 9.0 of this Agreement (titled "Notices"), a complete description of Halski's alleged breach and allow Halski 30 days to cure any such breach to within the requirements of this Agreement. If the breach is not cured within 30 days of that notice from Client (or, if the cure is such that it cannot be completed in 30 days, and Halski does not both commence the cure within the 30 days and consistently pursue it to completion), then this Agreement shall be terminated. Notwithstanding the foregoing, termination "for cause" by Client under the provision of this Section 2.0a shall not be applicable in the event that any such alleged breach is a direct, proximate, and exclusive result of external circumstances beyond Halski's control, or due to negligent, willful misconduct, or breach of this agreement by Client.

b. By Halski. Halski may terminate this agreement and all services to Client upon 30 days' notice (termination for cause) for any material breach of this Agreement by Client, which includes but is not limited to failure to make payment when due, violation of our acceptable use or email use policy; or any other breach of this Agreement which remains uncured beyond thirty (30) days after notice of breach; or Client failure to provide and keep current all administrative contact and billing information. If Halski terminates this Agreement for cause under this paragraph, Halski is not obligated to refund any fees. Termination for cause will not cancel or waive any fees owed to Halski under the Agreement through the Term.

c. Termination by Client with Fee. If Client cancels this Agreement for any other reason than for cause, Client must: Provide Halski at least 60 days' prior written notice of the termination and, with such notice, pay Halski a termination fee (the "Termination Fee") equal to the average of the monthly payments made under the Agreement multiplied by the lesser of 8 months or the number of months remaining in the Initial Term or any Renewal Term. Client data must be removed from the resources by the Termination date. The Termination Fee is not intended to and shall not serve as a penalty. The Termination Fee is intended as liquid damages which the parties agree is a reasonable and good-faith approximation of damages which will be incurred by Halski in the event of an early Termination of this Agreement without cause, and which would otherwise be difficult or impossible to calculate. The Termination does not represent Halski's sole or exclusive remedy if Client should Terminate this Agreement without cause and shall not serve as a waiver of any other damages to which Halski may be entitled to seek recovery.

d. Effect of Termination. Upon Termination or expiration of this Agreement, all rights and obligations hereunder shall immediately cease (including any of Halski's obligation to back-up Client's data), except such Termination shall not terminate, limit, or restrict the rights and remedies of either Client or Halski to redress for the other's breach or violation (which remedies are cumulative), and (i) any amounts owed to Client or Halski under this Agreement before such Termination or expiration shall be immediately due and payable, and (ii) Client shall promptly discontinue using the Services and shall cease to have access to the Services. Halski will assist client in the orderly Termination of services, including timely transfer of the services to another designated provider. Transition to another provider must be completed before this agreement terminates. If Client does have another provider or they do not meet or will not meet the deadline for transitioning Client's account, Halski will provide Client with a copy of Client's data upon 14 days' advance written request. All requests must be in the form of a written request, as described in the section of this agreement (titled "Notices"). Client agrees to pay Halski for rendering such assistance at current hourly support rates plus hardware costs. Client data and account settings shall be irrevocably deleted immediately upon Termination, including but not limited to, server and desktop content, web site content, databases, and e-mail messages.

e Refunds/Fees for Termination by Client Without cause. Fees for non-recurring services and set up fees shall not be refunded. Any fees previously waived or discounts applied may be reinstated if you terminate the account during



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the term or if you breach this Agreement.

3.0. Billing and Payments

- a. Payments are due 15 days following due date. Late fees of 5% of the amount past due will be assessed on all late payments.
- b. Halski at its sole discretion and without waiving other rights or remedies it may have, may suspend, interrupt, or disconnect Cloud Hosting Services under this Agreement if payment is not received within 45 days of due date. Suspended accounts will be charge a \$750 reinstatement fee.
- c. If there are any questions relating to the Services or the charges, we will be pleased to discuss them with you at the earliest possible time after you have been billed. Accordingly, we must receive notice of billing disputes within thirty (30) days of the date your account was invoiced for the Services or you shall be deemed to have finally and irrevocably accepted such charges and waived any right to dispute them.
- d. Assignment. Neither this Agreement nor any rights or obligations of Halski here under may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Halski. For the purposes of the Section 3.0, a change control means a change in the persons or entities who control fifty (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement. Client agrees and acknowledges that Halski may, in its sole discretion, assign this Agreement and any of its rights or obligations to any affiliate of the Halski or successor in interest.

4.0. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Halski for the state of use.

5.0. Representations and Warranties

- a. Mutual Representations. Client and Halski represent and warrant to the other that:
 1. Each has full power and authority and the legal right and capacity to enter into this Agreement and to perform its obligations hereunder.
 2. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any applicable laws or contract to which either is a party.
- b. Client Representations. Client represents and warrants that:
 1. Client holds title to or is otherwise authorized to use Client's domain name
 2. Client and its authorized users will not knowingly or negligently transmit through, or place on, Halski's servers any material, data, software or products placed on our servers that contain any malicious code (including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers) or other computer programming defects
 3. Client and each authorized user will comply with all applicable laws
 4. Client and each authorized user will not transmit any bulk e-mail or spam, any content that infringes any intellectual property rights of any third party, any threatening or obscene materials, or any defamatory, libelous, or other actionable content or statements
 5. The person signing this Agreement has the authority to bind you to its terms and conditions.
- c. Halski Representations. Halski represents and warrants that:
 1. The work performed by us under this Agreement will be performed in a professional and workmanlike fashion according to prevailing industry standards. The products provided by us will not knowingly infringe upon the intellectual property of any third party.

6.0 Disclaimer of Warranties; Limitation of Damages



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a. The express, but limited, warranties in section 5.0, above, are in lieu of all other warranties, express, implied or statutory, regarding the services to be provided under this Agreement and, except for those warranties set forth in Section 5.0 above, Halski and our affiliates specifically disclaim all other warranties of any kind, whether express or implied, including, but not limited to all warranties of merchantability, fitness for a particular purpose, title and non-infringement, any warranties arising from course of dealing, course of performance or trade usage, any warranty against interference with Client enjoyment of the information, any warranty against infringement regardless of whether the action arose inside or outside the United States, any warranty against inaccuracy, any warranty of systems integration, or any warranty that Halski's obligations under this agreement will fulfill any of Client's particular purposes or needs.

b. Subject to the warranties contained in section 5.0, above, we provide the services "as is". Client acknowledges that there is no warranty of uninterrupted or error-free service or accuracy or reliability, beyond those specifically provided for in section 5.0, above.

c. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER DIRECT OR INDIRECT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF HALSKI HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES IS NOT A SATISFACTORY REMEDY. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST REVENUE OR FOR ANY LOST PROFITS. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST, IMPROPERLY ACCESSED, OR DAMAGED CONFIDENTIAL INFORMATION OR DATA (INCLUDING CUSTOMER DATA OR INFORMATION RELATING TO END USERS), UNLESS STEMMING DIRECTLY, PROXIMATELY, AND EXCLUSIVELY FROM OUR NEGLIGENT OR INTENTIONAL WRONGDOING, INCLUDING LOSS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

d. CLIENT ACKNOWLEDGES AND AGREES CLIENT HAS RELIED ON NO WARRANTIES EXCEPT HALSKI'S LIMITED EXPRESS WARRANTY IN SECTION 5.0 ABOVE.

e. Client agrees that the total liability of Halski and our Affiliates and the sole remedy of Client and any authorized user for any claims regarding the Services is limited to the credits set forth in the Service Level Agreement or credits equal to the amount of damage incurred as a result of Halski's breach of the warranties contained in section 5.0, above. Notwithstanding the foregoing, Halski's cumulative and/or aggregate liability in connection with this Agreement and the Services, whether in contract, tort or otherwise, shall not exceed the equivalent of the amount paid to Halski under this Agreement during the six months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that limitation of liability.

f. Halski is not obligated to exercise any control over the content of the information passing through our network except those controls expressly provided in this Agreement.

7.0. Indemnity

a. Halski Indemnity. Halski shall indemnify, defend, and hold Client, its, directors, officers, members, shareholders, managers, employees, agents representatives, subsidiaries and affiliates, harmless against claims, suits, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim that Halski's technology used to provide the Services infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Halski have any obligations or liability under this Section arising from: (a) use of any Services in a modified form or in combination with materials not furnished by us, and (b) any content, information or data provided by Client or through Client.

b. Client Indemnity. Client shall indemnify, defend, and hold Halski and its directors, officers, members, shareholders, managers, employees, agents, representatives, subsidiaries and affiliates, harmless against any claim,



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suit, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim (a) based on or arising from a breach of Client's representations, covenants and agreements hereunder, (b) arising out of Client's sale or Client's use, (including use by persons claiming through Client, such as End Users) of Services in violation of the Agreement.

c. Indemnification Conditions. An Indemnitee seeking indemnification pursuant to the prior paragraph shall (i) promptly notify the indemnitor in writing of the claim for which indemnification is sought; (ii) make a reasonable effort to provide the indemnitor with the information and material in indemnitee's possession regarding the claim, (iii) furnish the indemnitor such assistance as indemnitor may reasonably request in connection with the investigation, settlement and defense of the claim; (iv) grant the indemnitor sole control over the resolution of the claim (including, if applicable, the defense and settlement of it); provided, however (a) Indemnitee may participate in such resolution at indemnitee's option and expense, and (b) indemnitor shall not resolve or settle any claim in any manner without indemnitee's prior written consent, which consent shall not be unreasonably withheld or delayed, unless such resolution is solely for the payment of money and includes a full and unconditional release of the indemnitee. Indemnitor shall not be liable hereunder for any settlement entered into by Indemnitee without Indemnitor's prior written consent, which consent shall not be unreasonably withheld or delayed.

8.0. Confidentiality

a. Confidential Information Defined. As used in the Agreement, "Confidential Information" means (a) the terms and conditions of this Agreement; (b) each party's trade secrets, current or future business plans, strategies, opportunities, methods and/or practices; and (c) other information relating to either party that is not generally known to the public, including information about either party's personnel, customer, designs, protocols, know-how, processes, costs, prices, finances and research and development. In addition, each party agrees that all processes and protocols provided by the other party hereunder are Confidential Information of such other party. Confidential Information specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party under the Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by a party's employees or agents; provided that such party can show that those same employees or agents had no access to or use of the Confidential Information received hereunder.

b. Mutual Non-Disclosure. Each party agrees and acknowledges that, as a result of negotiating, entering into and performing the Agreement; such party has and shall have access to certain of the other party's Confidential Information. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party shall (i) use and reproduce the other party's Confidential Information only for the purposes of the Agreement and only to the extent necessary for such purpose; (ii) restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know; and (iii) not disclose the other party's Confidential Information to any third party without prior written approval of such other party. Notwithstanding the foregoing, it shall not be a breach of the Agreement for either party to disclose Confidential Information of the third party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing Party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.

9. General

a. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.



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b. Entire Agreement. It constitutes the entire Agreement between Customer and Service Provider regarding all relevant aspects of the subject matter of this Agreement and supersedes all prior understandings and agreements, if any and whether oral or in writing, between you and us regarding such subject matter.

c. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

d. Waiver; Modification. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law or in equity, and the provision in this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

e. Force Majeure. If the performance of this Agreement of any obligation other than a monetary obligation (e.g., your obligation to pay us for the Services) is prevented, restricted, or interfered with by reason of fire or other casualty or accident; terrorism, power outage, strike(s) or labor dispute(s); inability to procure raw material power or supplies on commercially reasonable terms after commercially reasonable efforts; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, government's agency, or inter-governmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interferences; provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed; and, provided further, that no such occurrence shall extend the term of this Agreement. The failure of a third party service provider of either Client or Halski to perform its contractual obligations shall not be deemed to be a cause beyond Client's or Halski's reasonable control, unless such failure is caused by a force majeure event.

f. Notices. All notices and demands which any party is required or desires to give to another shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by telegram or by express courier service, or electronic facsimile to the address in the Facing Page. Either party may update our address at any time. Subject to the next sentence, all notices and demands given by mail shall be effective on the second business day after mailing; all notices and demands otherwise given as provided above shall be effective upon receipt by the party to whom notice or a demand is being given. The rejection or other refusal to accept a notice, or the inability to deliver a notice because of a change of address where no notice was given hereunder of such change in address for purposes of notices and demands hereunder, shall be deemed to be receipt of the notice sent, and such notice shall be effective as of the date the notice was sent or given.

g. Relationship of Parties. Neither party is granted any right or authority to assume or create any obligation or responsibility on the other party's behalf, nor is a party in any way liable for any of the other party's debt or any of the other party's obligations to a third party (with Reseller's obligations to Customer being such an obligation to a third party). Halski's and Client's relationship is that of parties commercially contracting for services on an independent contractor basis.

h. Remedies. The rights and remedies of each party under this Agreement are cumulative. Notwithstanding any other provision of this Agreement, the parties agree a breach by that party under this Agreement shall cause irreparable



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harm for which recovery of money damages would be inadequate and that, in addition to any and all remedies available at law, the other party shall be entitled to seek timely injunctive relief to protect their rights under this Agreement.

i. Attorneys' Fees. If any action litigated or otherwise, is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, related expenses, and costs, in addition to any other relief to which it may be entitled.

j. Assignment. Neither this Agreement nor any rights or obligations of Halski hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including any merger, reorganization, consolidation, sale of all or any portion of the assets of Customer or change in control of Client) without the prior written consent of Halski. Client agrees and acknowledges that Halski may, at its sole discretion, assign this Agreement and any of its rights or obligations to any affiliate of Halski or successor in interest.

10. No Recruiting or Hiring of Employees/Personnel

During the Term of this Agreement and for a period of two (2) years thereafter, neither the Client nor HALSKI, shall in any manner directly or indirectly solicit, recruit, or engage in passive hiring efforts, attempt to recruit, hire or attempt to hire any employee or consultant of the other party. Employee or consultant shall include any person who has worked as an employee, independent contractor, or consultant for a party within 6 months of the date of hire by the other party. The Parties recognize that no remedy at law for damages may be adequate to compensate the injury to the non-breaching Party as a result of a breach of the provisions of this Section 10.0 and, therefore, the Parties agree that the non-breaching Party shall be entitled to temporary and permanent injunctive relief against the initiating Party. Such relief shall not limit any other remedies, including a suit for money damages that the Parties may have as a result of the other Parties failure to strictly comply with the provisions of this Section. Notwithstanding the prohibition contained herein, if Client wishes to hire a Halski employee or consultant, Client may hire such person upon payment to Halski of 25% of the former employee's or consultant's Total Compensation paid by Halski to the employee or consultant in the 12 months prior to his or her departure. "Total Compensation" shall mean all payments of salary, wages, employer share of taxes, employer share of fringe benefits, and any bonus or independent contractor payments made during the 12-month period, whether paid to the person as an employee, independent contractor, or through a wholly owned company of such person.

Alex Burton
Strategic Account Manager
Halski Systems



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Onboarding

Description	Price	Qty	Ext. Price
Onboarding One Time Onboarding/Setup Cost	\$2,182.00	1	\$2,182.00

Subtotal: **\$2,182.00**

Software Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
SK26431 Office 365: Exchange Online Plan 1 - MS Exchange Online - 50 GB Mailbox Size - Send up to 150 MB Messages - Anti-Spam Protection via Exchange Online Protection	\$4.00	\$4.00	14	\$56.00	\$56.00
SK26439 Office 365: Business Premium - Online, Local & Mobile versions of Office applications - 1TB OneDrive cloud storage - Exchange email, calendar - Lync online meetings - Skype for Business - SharePoint team sites - Yammer enterprise social - Active Directory integration - One License Covers up to 5 Devices - Max 300 Small Business User Count	\$12.50	\$12.50	11	\$137.50	\$137.50

Recurring Subtotal: **\$193.50**

Subtotal: **\$193.50**

Security Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
KnowBe4 Security Awareness Training - Anti Phishing Training Campaign	\$2.00	\$2.00	25	\$50.00	\$50.00



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Security Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
M2 Mimecast M2 - 100% Virus Filtering - 99.5% Spam Filtering - DLP - Strip and Link Large Attachments - Real Time Continuity – 100% Email Uptime SLA - Stationary and Disclaimer Management - Access from Outlook, Web Portal, Mobile Devices and iPads - Protection against Spear Phishing, Phishing, and Whaling Impersonation Protection Attachment Scanning and Sandboxing URLs re-written in inbound emails - Administrator Notifications - Threat Dashboard, and Granular Logging	\$4.75	\$4.75	25	\$118.75	\$118.75

Recurring Subtotal: **\$168.75**

Subtotal: **\$168.75**

Cloud Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Hosted Backups Halski Cloud Hosted Backups -Cloud Backups -Automatic nightly backups -Standard 7 day retention period -Industry-best deduplication rates and backup Windows	\$0.50	\$0.50	800	\$400.00	\$400.00

Recurring Subtotal: **\$400.00**

Subtotal: **\$400.00**

Managed Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Managed Access Points Managed Access Points - Unlimited Remote Control Support - Online Asset Management	\$15.00	\$15.00	4	\$60.00	\$60.00



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Managed Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Managed Physical Server Managed Physical / Onsite Server - Includes Management of One Virtual Machine - Unlimited Phone Support - Unlimited Remote Control Support - Microsoft Patch Management - Event Log Monitoring - Drive Space Monitoring - User Account Administration - File Sharing Permission Administration - Online Trouble Ticket Management - Security Essentials Package Includes: <ul style="list-style-type: none"> • Managed Anti-Virus • Managed Anti-Malware • Cisco Umbrella 	\$260.00	\$260.00	1	\$260.00	\$260.00
Managed Workstation Managed Workstation (Desktop/Laptop) - Unlimited Phone Support - Unlimited Remote-Control Support - Online Trouble Ticket Management - Microsoft Patch Management - Antivirus Software Management & Updates - Antimalware Software Management & Updates - Security Essentials Package Includes: <ul style="list-style-type: none"> • Managed Anti-Virus • Managed Anti-Malware • Cisco Umbrella 	\$75.00	\$75.00	12	\$900.00	\$900.00
Managed Switches Managed Switches - Unlimited Remote Control Support - Online Asset Management	\$50.00	\$50.00	3	\$150.00	\$150.00
Managed Firewalls Managed Firewalls - Unlimited Remote Control Support - Online Asset Management	\$50.00	\$50.00	1	\$50.00	\$50.00

Recurring Subtotal: **\$1,420.00**

Subtotal: **\$1,420.00**



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1 Yr 24/7 MSP for City of Dawsonville

Prepared by:

Halski Systems

Alex Burton
770-536-2276
alex.burton@halski.com

Prepared for:

City of Dawsonville

415 Hwy 53 #100
Dawsonville, GA 30534
Beverly Banister
(706) 265-3256
clerk@dawsonville-ga.gov

Quote Information:

Quote #: 008034

Version: 1
Delivery Date: 09/14/2018
Expiration Date: 10/15/2018

Quote Summary

Description	Amount
Onboarding	\$2,182.00
Software Services	\$193.50
Security Services	\$168.75
Cloud Services	\$400.00
Managed Services	\$1,420.00
Total:	\$4,364.25

Recurring Expenses Summary

Description	Amount
Software Services	\$193.50
Security Services	\$168.75
Cloud Services	\$400.00
Managed Services	\$1,420.00
Recurring Total:	\$2,182.25



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Halski Systems

City of Dawsonville

Signature: _____

Signature: _____

Name: Alex Burton

Name: Beverly Banister

Title: Strategic Account Manager

Title: _____

Date: 09/14/2018

Date: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 20

SUBJECT: SPEED ZONE ORDINANCE UPDATE

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**DISCUSS SPEED ZONE ORDINANCE – DIRECT CITY ATTORNEY TO DRAFT NEW
ORDINANCE**

HISTORY/ FACTS / ISSUES:

- **CURRENT ORDINANCE DOES NOT INCLUDE CITY STREETS**
 - **RECOMMENDATION TO INCORPORATE CITY STREETS W. SPEED LIMITS INTO
ORDINANCE**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Operations Manager

**STAFF RECOMMENDATION TO INCLUDE THE FOLLOWING STREETS AND
SPEED LIMITS WITHIN THE CITY LIMITS**

OFF-SYSTEM

Road Name	Within the City Limits	From	To	Length in Miles	Speed Limit
Allen Street	Dawsonville	53 East	Perimeter Road	.57	25
Memory Lane	Dawsonville	Main Street	Allen Street	.42	25
Academy Avenue	Dawsonville	53 East	53 West – Howser Mill Road (approx.)	.61	25
Maple Street	Dawsonville	53 West	Flat Creek Rd. (dead end)	.72	25

Also,

- **20 mph within subdivisions**
- **25 mph any other street unless posted**

LIST OF ROADWAYS
for
CITY OF DAWSONVILLE

ON-SYSTEM

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 9	Dawsonville	60' north of Perimeter Rd (South Dawsonville City Limits)	05.57	47' south of Howard Road	06.37	00.80	45
SR 9	Dawsonville	47' south of Howard Road	06.37	183' north of Robinson Road	07.01	00.64	35
SR 9 *** SCHOOL ZONE ***	Dawson County Middle School	610' north of State Route 53	06.69	348' south of Robinson Road	06.91	00.22	35
SR 9	Dawsonville	183' north of Robinson Road	07.01	578' south of Perimeter Rd (North Dawsonville City Limits)	07.13	00.12	45
SR 9WE	Dawsonville	State Route 9	00.00	State Route 9	00.11	00.11	25
SR 53	Dawsonville	48' west of Creekstone Ln (West Dawsonville City Limits)	08.25	594' east of Creekstone Lane	08.38	00.13	55
SR 53	Dawsonville	594' east of Creekstone Lane	08.38	129' east of Howser Mill Road	08.70	00.32	45
SR 53	Dawsonville	129' east of Howser Mill Road	08.70	State Route 9	08.92	00.22	35
SR 53	Dawsonville	<i>This section of roadway runs common with State Route 9 from MP 08.92 to MP 09.07 for a total of 00.15 Miles</i>					
SR 53	Dawsonville	State Route 9	09.07	590' east of Main St.	09.58	00.51	35
SR 53	Dawsonville	590' east of Main St.	09.58	87' west of Jack Heard Road (East Dawsonville City Limits)	09.69	00.11	45

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Perimeter Road	Dawsonville	Dawsonville City Limits (400' west of Melody Lane)	Shoal Creek Road (County Road 224)	00.55	35
Shoal Creek Road	Dawsonville	600' south of Perimeter Road	Dawsonville City Limits (250' north of Shoal Creek Ridge Drive)	00.43	35

*****SCHOOL ZONE HOURS ARE EFFECTIVE*****

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –
SCHOOL DAYS ONLY

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –
SCHOOL DAYS ONLY

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

Mayor

City Council Members

Sworn and Subscribed before me

This _____ day of _____, _____.

NOTARY PUBLIC



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 21

SUBJECT: DOWNTOWN PARKING UPDATE

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

UPDATE ON DOWNTOWN PARKING

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 22

SUBJECT: FARMER'S MARKET CONSTRUCTION UPDATE

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

UPDATE ON FARMER'S MARKET CONSTRUCTION

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 23

SUBJECT: LONG RANGE SEWAGE EXPANSION PLAN UPDATE

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

UPDATE ON LONG RANGE SEWAGE EXPANSION PLAN

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 24

SUBJECT: ORDINANCE REVIEW UPDATE AND SCHEDULE

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST UPDATE FROM DEPARTMENT HEADS ON ORDINANCE REVIEW AND SCHEDULE TO UPDATE

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 27

SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR

CITY COUNCIL MEETING DATE: 09/24/2018

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

FINANCIAL UPDATE

HISTORY/ FACTS / ISSUES:

SEE ATTACHED FINANCIAL REPORTS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Hayden Wiggins, Finance Administrator

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2018 - July 31, 2018

REVENUES	Budget	Actual	Percentage
Taxes	\$ 1,452,150	\$ 104,072	7.17%
Licenses and permits	156,375	4,142	2.65%
Intergovernmental revenues	25,000	-	0.00%
Fees	238,400	14,862	6.23%
Other	82,000	9,163	11.17%
Total revenues	1,953,925	132,239	6.77%

EXPENDITURES	Budget	Actual	Percentage
Department:			
Council	92,500	6,397	6.92%
Mayor	24,870	697	2.80%
Elections	1,000	-	0.00%
Administration	798,667	42,769	5.36%
City Hall building	228,300	14,354	6.29%
Animal control	2,000	-	0.00%
Roads	432,200	18,331	4.24%
Parks	3,000	-	0.00%
Planning and zoning	316,888	9,996	3.15%
Economic development	54,500	1,000	1.83%
Total expenditures	1,953,925	93,544	4.79%

TOTAL REVENUES OVER EXPENDITURES

38,695

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2018 - July 31, 2018

	Budget	Actual	Percentage
REVENUES			
Water fees	\$ 648,000	\$ 56,056	8.65%
Sewer fees	756,000	65,457	8.66%
Garbage fees	139,000	12,448	8.96%
Miscellaneous	161,418	4,823	2.99%
Total revenues	<u>1,704,418</u>	<u>138,784</u>	<u>8.14%</u>
EXPENDITURES			
Bad debts	2,000	-	0.00%
Depreciation	430,000	34,418	8.00%
Garbage service	105,350	318	0.30%
Group insurance	80,400	6,485	8.07%
Insurance	35,000	-	0.00%
Interest	106,000	9,135	8.62%
Payroll taxes	21,618	1,643	7.60%
Professional	94,000	23	0.02%
Miscellaneous	84,750	2,564	3.03%
Repairs/supplies	256,500	21,152	8.25%
Retirement	16,500	1,072	6.50%
Salaries	286,600	22,132	7.72%
Technical services	64,000	1,393	2.18%
Utilities	121,700	-	0.00%
Total expenditures	<u>1,704,418</u>	<u>100,335</u>	<u>5.89%</u>
INCOME (LOSS)		<u><u>38,449</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST
 July 1, 2018 - July 31, 2018

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,288,000	108,380	8.41%
Interest	<u>3,000</u>	<u>847</u>	<u>28.23%</u>
 Total revenues	 <u>1,291,000</u>	 <u>109,227</u>	 <u>8.46%</u>
 EXPENDITURES (Capital Outlays)			
City hall acquisition	191,667	-	0.00%
Roads and sidewalks	191,667	-	0.00%
Public works equipment - roads	63,889	-	0.00%
Sewer projects	95,833	2,260	2.36%
Public works equipment - sewer	63,889	-	0.00%
Water projects	95,833	937	0.98%
Public works equipment - water	63,889	-	0.00%
Farmers market	191,666	-	0.00%
Parks and recreation	<u>332,667</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>1,291,000</u>	 <u>3,197</u>	 <u>0.25%</u>
 TOTAL REVENUES OVER EXPENDITURES		 <u><u>106,030</u></u>	