



SERVICE DELIVERY STRATEGY

FOR DAWSON COUNTY

I. GENERAL INSTRUCTIONS

1. Only one set of these forms should be submitted per county. The completed forms should 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.
List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
3. For each service or service component listed in Section III, complete a separate *Summary of Service Delivery Arrangements* form (page 2).
4. Complete one copy of the *Summary of Land Use Agreements* form (page 3).
5. Have the *Certifications* form (page 4) 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, page 4).
6. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
 Office of Coordinated Planning
 60 Executive Park South, N.E.
 Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Coordinated Planning at (404) 679-3114.

Note: Any future changes to the service delivery arrangements described on these forms will require an official update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs.

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 & Sewer Authority

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

For each service listed here, a separate *Summary of Service Delivery Arrangements* form (page 2) must be completed.

1. Water Supply/Distribution
2. Sewage Collection/Disposal
3. Development Permitting & Inspections
4. Building Permitting & Inspections
5. Soil Erosion Permitting & Enforcement
6. Police Protection
7. Fire Services
8. Street/Road Repair & Maintenance/Road/Street Cleaning
9. Storm Water Management
10. Solid Waste Management
11. Planning & Zoning
12. EMS



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: BUILDING PERMITTING AND INSPECTIONS

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

- 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.)
VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
- 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.)
- 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.)
- 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.)
- 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.)

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

- yes no

If these conditions will continue under the 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.

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 FUND
CITY OF DAWSONVILLE	SEE ATTACHED AGREEMENTS

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:
BUILDING PERMITTING AND INSPECTIONS SERVICE DELIVERY AGREEMENT	DAWSON COUNTY CITY OF DAWSONVILLE	1999 - current 1999 - current

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8 / / 99

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:

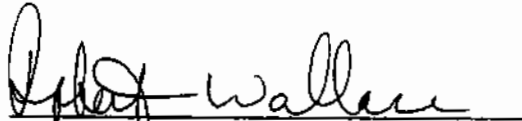
**AGREEMENT PERTAINING TO
BUILDING PERMITTING AND INSPECTIONS SERVICE
DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**


Dawson County offers Building Permitting and Inspections Service through the Dawson County Planning and Development Department, issuing building permits and performing all required inspections according to the Dawson County Development Regulations and State Codes. These services are performed within the unincorporated areas of Dawson County.

The City of Dawsonville has always offered this same type of service through agreements with and assistance from the County. Specifically, the agreements between the County and City consists of the County issuing building permits and providing inspections within the geographical confines of the City in accordance with County Regulations and State Codes. Further, the City compensates the County for their efforts by allowing the County to retain all fees collected for planning and zoning permits, building permits, inspection violation fees, etc.

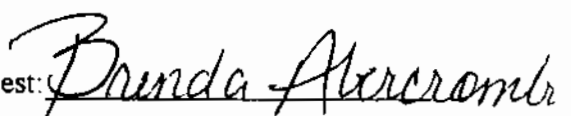
We, the undersigned agree that the Building Permitting and Inspections Service Delivery Strategy in place has proven to be an efficient and effective method of delivery, with the County providing said service for the entire county. There is no duplication of services.

This 13th day of Sept, 1999.


Dawson County Commission Chairman
Robert Wallace


Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Attest: 

County Seal:

City Seal



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: DEVELOPMENT PERMITTING AND INSPECTIONS

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

- 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.)
VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
- 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.)
- 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.)
- 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.)
- 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.)

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

yes no

If these conditions will continue under the 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.

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 FUND
CITY OF DAWSONVILLE	SEE ATTACHED AGREEMENTS

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:
DEVELOPMENT PERMITTING AND INSPECTIONS SERVICE	DAWSON COUNTY	1999 - current
DELIVERY AGREEMENT	CITY OF DAWSONVILLE	1999 - current

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8 / / 99

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:

**AGREEMENT PERTAINING TO
DEVELOPMENT PERMITTING AND INSPECTIONS SERVICE
DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers Development Permitting and Inspections through the Dawson County Planning and Development Department, issuing development permits and performing all required inspections according to the Dawson County Development Regulations and State Codes. These services are performed within the unincorporated areas of Dawson County.

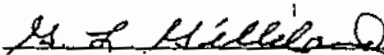
The City of Dawsonville has always offered this same type of service through agreements with and assistance from the County. Specifically, the agreements between the County and City consists of the County issuing development permits and performing inspections within the geographical confines of the City in accordance with County Regulations and State Codes. Further, the City compensates the County for their efforts by allowing the County to retain all fees collected for planning and zoning permits, building permits, inspection violation fees, etc.

We, the undersigned agree that the Development Permitting and Inspections Service Delivery Strategy in place has proven to be an efficient and effective method of delivery, with the County providing said service for the entire county. There is no duplication of services.


This 13th day of Sept, 1999.




Dawson County Commission Chairman
Robert Wallace



Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Julie Hughes Neil

Attest: 

Brenda Abercrombie

County Seal:

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Dawson Service: EMS

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

- 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
- 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.)
- 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.)
- 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.)
- 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.)

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

- yes no

If these conditions will continue under the 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).

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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
Dawson County	General Funds

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:
Intergovernmental Agreement for Fire Protection (para.2)	City of Dawsonville Dawson County	

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?

G.L. Gilleland, Mayor
City of Dawsonville

Robert Wallace, Chairman
Dawson County Board of Commissioners

7. Person completing form: _____
Phone number: (706) 265-3256 Date completed: 10/29/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: POLICE PROTECTION

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

- 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.) VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
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.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

no

If these conditions will continue under the 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).

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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.)

Table with 2 columns: Local Government or Authority, Funding Method. Rows include DAWSON COUNTY GENERAL FUND and CITY OF DAWSONVILLE SEE ATTACHED AGREEMENTS.

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:

Table with 3 columns: Agreement Name, Contracting Parties, Effective and Ending Dates. Row 1: POLICE PROTECTION AGREEMENT, DAWSON COUNTY, 1999 - current. Row 2: POLICE PROTECTION AGREEMENT, CITY OF DAWSONVILLE, 1999 - current.

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8 / / 99

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? [X] yes [] no

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



DAWSON COUNTY SHERIFF'S OFFICE

SHERIFF BILLY CARLISLE

P.O. Box 213

Dawsonville, Georgia 30534

Office 706-265-2222 • FAX 706-265-3667

April 14, 1999

Mayor Pete Gilleland/Dawsonville City Council
Hwy 53 West
Dawsonville, GA 30534

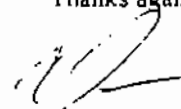
Mayor Gilleland/Dawsonville City Council:

Please accept this letter as follow-up to the conversation I had with Councilman David Cox on April 14, 1999. As we discussed our department has a fleet of marked patrol vehicles with all them having in excess of 110,000 miles except two. All but five have in excess of 150,000 miles and several over 250,000 miles. This has placed a terrible burden on our department to successfully answer and respond to the calls and needs of the community. For these reasons the Dawson County Sheriff's Office is seeking the assistance of the City of Dawsonville.

Per your request I have prepared a break down of the cost that I anticipate the city would have, if they purchased two patrol cars for our department through a lease program. The lease package would be a three year deal with a one-dollar pay out at the end of the third year. The vehicles that we would like to purchase would be 1999 Crown Vics with the police package. The lease package that we are currently involved in with the county will send the vehicles to us completely equipped with all necessary equipment. This would include a Whelen light bar, Whelen siren, 100 watt speaker, wig wags, switch box, Setina cage, Motorola Max Trac radio, the car lettered, Eagle Eye Color Camera, radar, and other equipment. The type of lease that we would recommend calls for one payment to be made each year in the amount of approximately \$10,000.00 per car. This amount is a close estimate based on current cost. This would be the only cost to the city, since the county would provide vehicle insurance and other expenses from our current budget. At the end of the three years the city could pay the one-dollar and give the cars to the sheriff's office.

Any consideration you could give to providing our department with two of the above mentioned vehicles would be greatly appreciated. As always our department will continue to serve the city's law enforcement needs, provide inmates to the city water works, assist Gary Barr with other projects, assist the city by continuing to increase patrols, and in any other way that we can. If you have any questions or concerns, please do not hesitate to call on me.

Thanks again,


Kevin Tanner
Major



**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE PROTECTION**

STATE OF GEORGIA

COUNTY OF DAWSON

This **AGREEMENT** made this _____ day of May, 1999, between the **CITY OF DAWSONVILLE**, (Hereinafter referred to as "**CITY**"), the **DAWSON COUNTY SHERIFF'S DEPARTMENT**, (Hereinafter referred to as "**SHERIFF'S DEPARTMENT**"), and the **DAWSON COUNTY BOARD OF COMMISSIONERS**, (Hereinafter referred to as "**COMMISSIONERS**"), for the purpose of providing additional police protection for the residents and businesses located within the geographical confines of the City of Dawsonville, Georgia. **NOW, THEREFORE**

WITNESSETH

WHEREAS, the **CITY** does not have the necessary resources to supply and fund a police department for the benefit of the residents and the businesses located therein; and

WHEREAS, pursuant to O.C.G.A. §36-30-7.1(b)(1)(a), it is proper under Georgia law for municipalities to contract for certain services including law enforcement; and

WHEREAS, pursuant to O.C.G.A. §15-16-10(a)(9), it is the duty of the sheriff to exercise the same duties, powers, and arrest authority within municipalities which such officers exercise in the unincorporated areas of counties; and

WHEREAS, the city is desirous of attaining law enforcement protection for the benefit of its businesses and residents in excess of that protection statutorily required of sheriff's outlined above; and

WHEREAS, the **SHERIFF'S DEPARTMENT** has the necessary personnel, equipment and means to provide additional law enforcement protection to the **CITY** and its citizens; and

WHEREAS, pursuant to **O.C.G.A. §15-16-13(c)**, the sheriffs of the various counties of this state are authorized to contract with the governing body of any municipal corporation located within their respective county with the written consent of the governing authority of the county for the purpose of providing law enforcement services to the municipal corporations; and

WHEREAS, the Commissioners have no opposition to the Sheriff's Department providing such additional protection for the benefit of City residents, merchants, etc.; and

WHEREAS, pursuant to **O.C.G.A. §15-16-13(d)**, payments made under this agreement shall be made to the General Fund of Dawson County, and shall be used for the purposes provided under the terms of this Agreement; and

WHEREAS, all parties hereto have determined that entering into this agreement would be in the best interest of all parties, including but not limited to the health, welfare, and safety of the residents located in the geographical areas of the city; and

NOW THEREFORE, in consideration of the premises, the mutual promises made herein and of the covenants and conditions herein described to which parties oblige themselves, and in consideration of the terms of this contract as a whole, the parties hereby agree and by these presents do agree as follows:

1.

TERM OF CONTRACT

This contract shall become effective on June 1, 1999 and shall continue in full force and effect up and through June 30, 2002.

2.

SERVICES TO BE PERFORMED BY THE SHERIFF'S DEPARTMENT

The SHERIFF'S DEPARTMENT agrees to perform the following services for the benefit of the City: (a) Devote one patrol officer and one patrol vehicle to patrol and safeguard the geographical confines of the City of Dawsonville between the hours of 11:00PM and 7:00AM each day for the duration of this Agreement; (b) Continue to provide the City Public Works Office with an inmate to assist the City with the grass cutting and other related duties; (c) Work with the City in inspecting and upgrading city streets to meet state standards for radar detection; and (d) Continue to assist the City on an "as needed" basis for such events such as the Moonshine Festival, Fitness Run, the New Georgia Racing Hall of Fame , and other special events.

3.

COMPENSATION

In consideration for the services to be performed by the SHERIFF'S DEPARTMENT, the CITY agrees to pay to the Board of Commissioners the sum of \$10,000 per vehicle for the next (3) three years beginning June 1, 1999 to be utilized for the benefit for the Sheriff's Department to purchase and/or lease (2) two new fully equipped law enforcement patrol cars as outlined in the letter from Major Kevin Tanner to Dawsonville Mayor G.L. Gilleland attached as Exhibit "A". The 1999 installment of

\$20,000 (2 cars at \$10,000 per car) shall be due and payable upon the execution of this Agreement. Thereafter, the remaining payments shall be due and payable on January 1, of the given year.

4.

OBLIGATIONS OF SHERIFF'S DEPARTMENT

a. The SHERIFF'S DEPARTMENT agrees to devote maximum time and efforts to perform the services described in this Agreement. The SHERIFF'S DEPARTMENT may represent, perform services for, and be employed by any additional clients, persons, or companies as said entity may see fit.

b. The SHERIFF'S DEPARTMENT shall supply all tools, equipment, man power, instruments, vehicles, etc., required to perform the services under this Agreement.

c. The SHERIFF'S DEPARTMENT agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify the CITY for any and all claims arising out of any injury, disability, or death of any of its employees or agents.

5.

OBLIGATIONS OF CITY

The CITY agrees to comply with all reasonable requests of the SHERIFF'S DEPARTMENT necessary to the performance of SHERIFF'S DEPARTMENT duties under this Agreement. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the CITY without the prior written consent of the SHERIFF'S DEPARTMENT.

6.

TERMINATION OF AGREEMENT

a. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. However, in the event of termination, there would be a proration of monies, which would be based upon a monthly basis, returned to the party not responsible for terminating this Agreement. Unless otherwise terminated as provided in this section, this Agreement shall continue in full force and effect for a period of (3) three years.

b. If the **SHERIFF'S DEPARTMENT** defaults in the performance of this Agreement or materially breaches any of its provisions, the **CITY** at its option, may terminate this Agreement by giving written notification to the **SHERIFF'S DEPARTMENT** and the **Board of Commissioners**. In addition thereto, is agreed that the **SHERIFF'S DEPARTMENT** shall be liable for any damages which result either directly or indirectly from its default or failure to perform under the terms of this Agreement.

7.

ENTIRE AGREEMENT

This Agreement supercedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by the **SHERIFF'S DEPARTMENT** for the **CITY** and contains all of the covenants and agreements between the parties with the respect to the rendering of these services. Each party acknowledges that no representations, inducements, promises, or agreement, written or

oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by all parties to this Agreement.

8.

ADDITIONAL INSTRUMENTS

The **CITY** and the **SHERIFF'S DEPARTMENT**, and the **BOARD of COMMISSIONERS** shall each properly and promptly endorse, execute and deliver such titles, releases, assignments or other instruments and documents as may be necessary from time to time to effectuate the provisions of this Agreement.

9.

AUTHORITY

The undersigned parties agree that each has the authority and permission of their respective entities to execute this Agreement, and further, it is agreed and acknowledged that each of the respective entities shall be responsible for their obligations as contained in this Agreement.

10.

DISCLOSURE AND VOLUNTARY EXECUTION

Each party hereto declares that it has read the foregoing Agreement, and that it fully understands the meaning and implication of each term, condition, promise, covenant, representation and part of this Agreement. Each party acknowledges that the Agreement in whole and in each of its parts is fair and not the result of any fraud, duress, or undue influence exercised by and person on either party. Each party acknowledges that the execution of this Agreement is a voluntary act, free of any coercion or duress.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate on the date above mentioned. Each counterpart hereof shall be deemed as an original of this Contract for all purposes.

Sworn to and subscribed before me
this ____ day of May, 1999.

Notary Public

Honorable Billy Carlisle
Sheriff
Dawson County Sheriff's Department

Sworn to and subscribed before me
this ____ day of May, 1999.

Notary Public

Honorable G.L. Gilleland
Mayor
City of Dawsonville, Georgia

Sworn to and subscribed before me
this ____ day of May, 1999.

Notary Public

Honorable Robert Wallace,
Chairman
Dawson County Board of Commissioners



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: FIRE PROTECTION

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

- 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.)
VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
- 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.)
- 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.)
- 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.)
- 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.)

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

yes no

If these conditions will continue under the 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.

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 FUND
CITY OF DAWSONVILLE	SEE ATTACHED AGREEMENTS

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:
FIRE PROTECTION AGREEMENT	DAWSON COUNTY	1999 - current
	CITY OF DAWSONVILLE	1999 - current

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8 / / 99

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:

**INTERGOVERNMENTAL AGREEMENT
FOR
FIRE PROTECTION**

STATE OF GEORGIA

COUNTY OF DAWSON

This AGREEMENT is made this ___ day of June, 1999, between the CITY OF DAWSONVILLE, (Hereinafter referred to as "CITY"), the DAWSON COUNTY BOARD OF COMMISSIONERS, (Hereinafter referred to as "COMMISSIONERS") and the DAWSON COUNTY FIRE DEPARTMENT, (Hereinafter referred to as "FIRE DEPARTMENT"), for the purpose of providing and maintaining fire protection for the residential dwellings, commercial buildings, governmental buildings, etc., within the geographical confines of the City of Dawsonville, Georgia. NOW, THEREFORE

WITNESSETH:

WHEREAS, the CITY does not have the necessary resources, equipment or personnel to provide independent fire protection services to its citizens; and

WHEREAS, it is proper under Georgia law for municipalities to contract for certain services; and

WHEREAS, fire protection service is one of those services wherein a municipality is allowed to provide by contract; and

WHEREAS, the FIRE DEPARTMENT has the necessary personnel, equipment and means to provide efficient fire service protection services to the CITY and its citizens; and

WHEREAS, all parties hereto have determined that entering into this Agreement would be in the best interest of all parties, including but not limited to the health, welfare and safety of the residents and businesses located in the geographical confines of the city; and

NOW THEREFORE, in consideration of the premises, the mutual promises made herein and of the covenants and conditions herein described to which the parties obligate themselves, and in consideration of the terms of this contract as a whole, the parties hereby agree and by these presents do agree as follows:

1.

TERM OF CONTRACT

This contract shall become effective on June 1, 1999 and will continue in full force and effect up and through June 30, 2000.

2.

SERVICES TO BE PERFORMED BY FIRE DEPARTMENT

The **FIRE DEPARTMENT** agrees to perform the following services: (a) Furnish fire-fighting equipment and personnel for use in combating fire or other casualty that may occur within the geographical boundaries of the City of Dawsonville, Georgia; (b) Assist and retain sufficient fire-fighting equipment and personnel to fight any fire, disaster or to meet any emergency situation within the geographical boundaries of the City of Dawsonville, Georgia that may reasonably be anticipated; (c) Render first aid in case of fire, disaster or meet any emergency that may reasonably be anticipated to any person, business or governmental entity located within the geographical boundaries of the City of Dawsonville, Georgia; and (d) Render any other reasonable service that may be requested by the City in relation to fire fighting and/or prevention.

3.

COMPENSATION

In consideration for the services to be performed by the **FIRE DEPARTMENT**, the **CITY** agrees to pay to the Dawson County General Fund the lump sum of \$6,000 for fire protection services as described in paragraph two (2) above for a period of one (1) year. These monies shall be due and payable upon execution of this Contract.

4.

OBLIGATIONS OF FIRE DEPARTMENT

a. The **FIRE DEPARTMENT** agrees to devote maximum time and efforts to perform the services described in this Agreement in the event same become necessary.

The **FIRE DEPARTMENT** may represent, perform services for, and be employed by any additional clients, persons, or companies as the **BOARD COMMISSIONERS** and **FIRE DEPARTMENT**, may see fit.

b. The **FIRE DEPARTMENT** shall supply all tools, equipment, man power, instruments, etc., required to perform the services under this Agreement.

c. The **FIRE DEPARTMENT** agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify the **CITY** for any and all claims arising out of any injury, disability, or death of any **FIRE DEPARTMENT** employee or agent.

5.

OBLIGATIONS OF CITY

The **CITY** agrees to comply with all reasonable requests of the **FIRE**

DEPARTMENT necessary to the performance of the **FIRE DEPARTMENT'S** duties under this Agreement. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the **CITY** without the prior written consent of the **BOARD OF COMMISSIONERS** and the **FIRE DEPARTMENT**.

6.

TERMINATION OF AGREEMENT

a. Notwithstanding any other provision of this Agreement, any party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. However, in the event of termination, there would be a probation of monies, which would be based upon a monthly basis, returned to the party not responsible for terminating this Agreement. Unless otherwise terminated as provided in this section, this Agreement shall continue in full force and effect for a period of one (1) year.

b. If the **FIRE DEPARTMENT** defaults in the performance of this Agreement or materially breaches any of its provisions, the **CITY**, at its option, may terminate this Agreement by giving written notification to the **BOARD OF COMMISSIONERS** and the **FIRE DEPARTMENT**. In addition thereto, it is agreed that **FIRE DEPARTMENT** shall be liable for any damages which result either directly or indirectly from its default or failure to perform under the terms of this Agreement.

7.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by the **FIRE DEPARTMENT** for the

CITY and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

8.

ADDITIONAL INSTRUMENTS

The **CITY, BOARD OF COMMISSIONERS**, and the **FIRE DEPARTMENT** shall each properly and promptly endorse, execute and deliver such titles, releases, assignments or other instruments and documents as may be necessary from time to time to effectuate the provisions of this Agreement.

9.

AUTHORITY

The undersigned parties agree that each has the authority and permission of their respective entities to execute this Agreement, and further, it is agreed and acknowledged that each of the respective entities shall be responsible for their obligations as contained in this Agreement.

10.

DISCLOSURE AND VOLUNTARY EXECUTION

Each party hereto declares that same has read the foregoing Agreement, and that the same fully understands the meaning and implication of each term, condition, promise, covenant, representation and part of this Agreement. Each party acknowledges that the Agreement in whole and in each of its parts is fair and not the result of any fraud, duress,

or undue influence exercised by and person on either party. Each party acknowledges that the execution of this Agreement is a voluntary act, free of any coercion or duress.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate on the date above mentioned. Each counterpart hereof shall be deemed as an original of this Contract for all purposes.

Sworn to and subscribed before me
This ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires: _____

Dawson County Fire Department Chief,
Acting for and in behalf of the
Dawson County Fire Department

Sworn to and subscribed before me
This ___ day of _____, 1999.

NOTARY PUBLIC

Honorable G.L. Gilleland
Acting for and in Behalf of the
City of Dawsonville, Georgia

Sworn to and subscribed before me
This ___ day of _____, 1999.

NOTARY PUBLIC

Honorable Robert Wallace
Chairman
Acting for and in Behalf of the
Dawson County, Georgia
Board of Commissioners



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:
Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: PLANNING AND ZONING

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- 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.)
VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
 - 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.)
 - 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.)
 - 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.)
 - 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.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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 FUND
CITY OF DAWSONVILLE	SEE ATTACHED AGREEMENTS

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:
PLANNING AND ZONING SERVICE DELIVERY AGREEMENT	DAWSON COUNTY	1999 - current
	CITY OF DAWSONVILLE	1999 - current

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8 / / 99

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:

**AGREEMENT PERTAINING TO
PLANNING & ZONING SERVICE DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

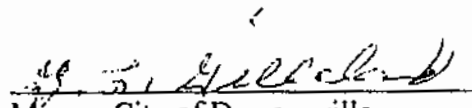
Dawson County offers planning and zoning through the Dawson County Planning & Zoning Commission and the Dawson County Board of Commissioners, issuing permits, variances, rezoning classifications, etc., in accordance with the Dawson County Land Use & Zoning Ordinance as well as State Codes. These services are performed within the unincorporated areas of Dawson County.


The City of Dawsonville offers this same type of service through the Mayor & City Council. The City has its own Land Use & Zoning Ordinance, and these services are performed inside the corporate limits of the City of Dawsonville. However, the County assists the City with all necessary paper work including public notices, posting of the specific property, notification requirements to adjoining land owners, etc. Thereafter, all decisions of this matter go before City Council for a determination. Further, the City compensates the County for their efforts by allowing the County to retain all fees collected for planning and zoning permits, application fees, building permits, inspection violation fees, etc.

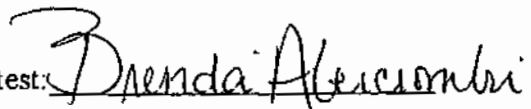
We, the undersigned agree that the Planning and Zoning Service Delivery strategy in place has proven to be an efficient and effective method of delivery, with each entity. There is no duplication of services.

This 13 day of Sept, 1999.


Dawson County Commission Chairman
Robert Wallace


Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Attest: 

County Seal:

City Seal:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 County

Service: Sewer

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

- 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.)
- 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.)
- 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.)
- 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.)
- 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.)

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

- yes no

If these conditions will continue under the 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.

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	User Fees
Dawson County	User Fees
EWSA	User Fees and Intergovernmental Agreement

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:
Spray field Agreement	Dawson County and EWSA	12/02/98-1/25/01

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?

Local Act of General Assembly (Sec. 24 of Act No. 809) 3/14/80

G.L. Gilleland, Mayor
City of Dawsonville

Robert Wallace, Chairman
Dawson County Board of Commissioners

7. Person completing form:

Phone number: (706) 265-3256 Date completed: 10/29/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: SOIL EROSION PERMITTING AND ENFORCEMENT

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

- 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.)
VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
- 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.)
- 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.)
- 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.)
- 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.)

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

yes no

If these conditions will continue under the 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.

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 FUND
CITY OF DAWSONVILLE	SEE ATTACHED AGREEMENTS

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:
SOIL EROSION PERMITTING AND ENFORCEMENT SERVICE DELIVERY AGREEMENT	DAWSON COUNTY CITY OF DAWSONVILLE	1999 - current 1999 - current

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8 / / 99

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:

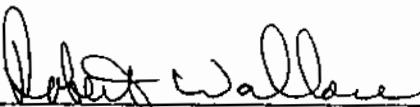
**AGREEMENT PERTAINING TO
SOIL EROSION PERMITTING AND ENFORCEMENT SERVICE
DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers Soil Erosion Permitting and Enforcement through the Dawson County Planning and Development Department. Any project requiring land disturbing activities is reviewed by the Soil and Water Conservation Service and the Dawson County Planning Department according to the Dawson County Developmental Regulations and State Codes before a Soil Erosion Permit is issued. Enforcement is accomplished through regular scheduled inspections, inclement weather inspections and citizen complaint follow-up in the unincorporated areas of Dawson County.


The City of Dawsonville has always offered this same type of service through agreements with and assistance from the County. Specifically, the agreements between the County and City consists of the County reviewing any project requiring land disturbing activities in accordance with Dawson County Developmental Regulations, State Codes, as well as the City's Soil Erosion and Sedimentation Ordinance prior to any permits being issued. Further, the City compensates the County for their efforts by allowing the County to retain all fees collected for planning and zoning permits, building permits, inspection violation fees, etc.

We, the undersigned agree that the Soil Erosion Permitting and Enforcement Service Delivery Strategy in place has proven to be effective, efficient method of delivery with the County providing said service for the entire county. There is no apparent duplication of services.


This 13th day of Sept, 1999.




Dawson County Commission Chairman
Robert Wallace



Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Attest: 

County Seal:

City Seal:



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 the box that best describes the agreed upon delivery arrangement for this service:

- 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.) VIA Agreement/Joint Resolution with County
- 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.)
- 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.)
- 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.)
- 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.)

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

- yes no

If these conditions will continue under the 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.

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	User Rates

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

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:
Agreement Pertaining to Solid Waste Management Service	City of Dawsonville Dawson County	1999 to Current

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?

7. Person completing form: G.L. Gilleland, Mayor Robert Wallace, Chairman
City of Dawsonville Dawson County Board of Commissioners
 Phone number: (706) 265-3256 Date completed: October 29, 1999

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:

**AGREEMENT PERTAINING TO
SOLID WASTE MANAGEMENT SERVICE DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers solid waste management through the Dawson County Board of Commissioners, wherein a private contract has been entered into for the transfer of solid waste to a given location and the subsequent disposal thereof.

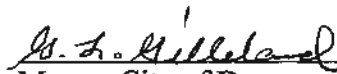
The City and County have entered into a Joint Resolution in relation to the disposal of solid waste to be utilized for both City and County residents, which outlines each parties involvement and responsibility and is attached hereto as Exhibit A and incorporated by reference herein.

We, the undersigned agree that the Solid Waste Management Service Delivery strategy in place has proven to be an efficient and effective method of delivery, with each entity. There is no duplication of services.

This 29th day of Oct., 1999.

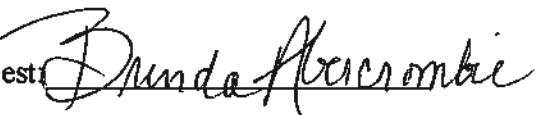


Dawson County Commission Chairman
Robert Wallace



Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Attest: 

County Seal:

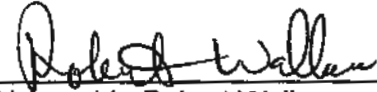
City Seal:

JOINT TRANSMITTAL RESOLUTION

WHEREAS, the Board of Commissioners of Dawson County and the City of Dawsonville, Georgia have accepted the attached update to the Multi-jurisdictional Solid Waste Management Plan to reflect the policies and goals of Dawson County and the City of Dawsonville by incorporating a Major Plan Amendment to cease operation of the existing Shoal Hole Road MSWL and construct a transfer station for lease to a private collection and disposal firm.

NOW, THEREFORE, BE IT RESOLVED that the attached plan be forwarded to the Georgia Mountains regional Development Center.

Adopted this ___ day of _____, 1999.



Honorable Robert Wallace
Chairman of the Dawson
County Board of Commissioners

Attested to by:

County Clerk

Adopted this ___ day of _____, 1999.

Honorable G.L Gilleland
Mayor, City of Dawsonville
Georgia

Attested to by:

City Clerk



Dawson County
Multi jurisdictional Solid Waste Management Plan
Short Term Work Program Update

July 1, 1999

The original plan, adopted in 1993, contained the following work program. The status of the program is also noted.

Activity	Dawson County	City of Dawsonville	Status
Collection	Residents use either private collection services or bring waste directly to landfill	Same as county	No change
Reduction	Voluntary Recycling and Home Composting	Same as county	Proposed transfer station will incorporate expanded recycling facilities
Disposal	Operation of Shoal Hole Road MSWL facility	No involvement	Facility will reach capacity in approximately 30 days, county will contract for disposal of waste from transfer station to an out of county commercial facility
Finance	Revenue from tipping fees and county's general fund operates MSWL	No involvement	No Change. Transfer station to continue to charge per ton tipping fees, operating costs continue to be subsidized from general fund and lease of facility to commercial collection firms
Education	No county funded programs	No city funded programs	Budget restrictions and policy decisions not expected to change

The handout presented at the second public hearing is attached; as well as copies of the newspaper advertisement. Also attached is the five year chart requested by the Georgia Mountains RDC.

The current programs and activities are considered by the Dawson County Board of Commissioners to be successful in meeting the goals of the state's Solid Waste Management Plan.

Report of Accomplishments

The following information covers the period 1992 through 1998.

Collection Element

Work Item/Year Scheduled	No action, other than operation of the existing landfill, was proposed in the original plan. No collection services are offered by county, or city, government and none were proposed in currently adopted plan.
Future Status	No change in collection method anticipated.

Educational Activities

Work Item/Year Scheduled	No action proposed in original plan. The Board of Commissioners of Dawson County and the City Council of Dawsonville did not budget funds for any educational activities in the original plan.
Future Status	No future funds for education activities are anticipated.

Waste Reduction

Work Item/Year Scheduled	Construct Recycling Station in 1992.
Project Status	Containers available for aluminum, steel and glass.
Future Status	Expand recycling program to include paper, plastic and cardboard materials if a buyer can be identified.

Disposal

Work Item/Year Scheduled	Permit Phase Two Operations starting in 1997.
Project Status	Not pursued, decision made to close landfill when current permitted area reaches capacity. This decision also eliminated the need to purchase equipment.
Future Status	Disposal of residential waste received at county operated transfer station will be by contract with private collection/disposal firm.

DAWSON COUNTY SWMP IMPLEMENTATION RESPONSIBILITY AND COSTS

DESCRIPTION	98-99	99-00	00-01	01-02	02-03	PROJECT INVOLVEMENT	EST. COST	FUNDING SOURCE
COLLECTION	X					COUNTY CONSTRUCTS TRANSFER STATION	\$300,000	GENERAL FUNDS & TIPPING FEES
REDUCTION	X					IMPROVED RECYCLABLE MATERIAL COLLECTION FACILITIES INCORPORATED INTO TRANSFER STA	COST INC. IN TRANSFER STA. CONST.	GENERAL FUNDS
DISPOSAL	X	X	X	X	X	COUNTY CONTRACTS WITH PRIVATE COLLECTION FIRM	\$45,000	GENERAL FUNDS, PLUS LEASE FEES FOR USE OF TRANSFER STA
CLOSURE/POST CLOSURE ACTIVITIES	X	X	X	X	X	COUNTY MONITORING	\$15,000/yr	GENERAL FUNDS



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: Streets and Roads (repairs, maintenance, street cleaning)

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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
Dawson County	General Funds

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:
	City of Dawsonville	
	Dawson County	

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?

G.L. Gilleland, Mayor
 City of Dawsonville

Robert Wallace, Chairman
 Dawson county Board of Commissioners

7. Person completing form: _____
 Phone number: (706) 265-3256 Date completed: 10/29/99

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:

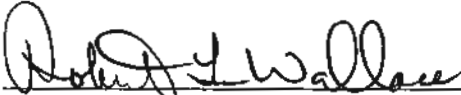
**AGREEMENT PERTAINING TO
STREET/ROAD REPAIR & MAINTENANCE/ROAD & STREET CLEANING
SERVICE DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers Street/Road Repair & Maintenance/Road & Street Cleaning through the Dawson County Board of Commissioners, wherein said services are performed within the unincorporated areas of Dawson County.


The City of Dawsonville offers this same type of service through the Mayor & City Council, and these services are performed inside the corporate limits of the City of Dawsonville, Georgia.

We, the undersigned agree that the Street/Road Repair & Maintenance/Road & Street Cleaning Service Delivery Strategy in place has proven to be an efficient and effective method of delivery, with each entity. There is no duplication of services.


This 29th day of Oct, 1999.




Dawson County Commission Chairman
Robert Wallace



Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Attest: 

County Seal:

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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 COUNTY Service: STORM WATER MANAGEMENT

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

- 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.)
VIA CONTRACT WITH THE CITY OF DAWSONVILLE AND DAWSON COUNTY
- 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.)
- 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.)
- 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.)
- 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.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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 FUND
CITY OF DAWSONVILLE	SEE ATTACHED AGREEMENTS

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:
STORM WATER MANAGEMENT SERVICE DELIVERY AGREEMENT	DAWSON COUNTY	1999 - current
	CITY OF DAWSONVILLE	1999 - current

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?

SAME AS NO. FIVE.

7. Person completing form: G.L. Gilleland, Mayor City of Dawsonville Robert Wallace, Chairman Dawson County Board of Commissioners

Phone number: (706) 265-3256 / 265-7719 Date completed: 8/ / 99

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:

**AGREEMENT PERTAINING TO
STORM WATER MANAGEMENT SERVICE
DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**


Dawson County offers Storm Water Management through the County Planning & Zoning Department. Storm Water Management is planned, reviewed and inspected according to Dawson County Developmental Regulations and State Codes in the unincorporated areas of Dawson County

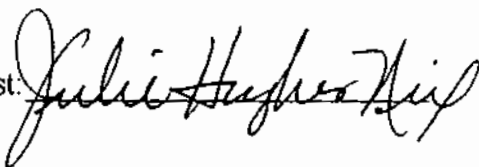
The City of Dawsonville has always offered this same type of service through agreements with and assistance from the County. Specifically, the agreements between the County and City consists of the County planning, reviewing and inspecting Storm Water Management within the geographical confines on the City in accordance with County Regulations and State Codes. Further, the City compensates the County for their efforts by allowing the County to retain all fees collected for planning and zoning permits, building permits, inspection violation fees, etc.


We, the undersigned agree that the Storm Water Management Service Delivery Strategy in place has proven to be effective, efficient methods of delivery and with the County providing said service for the entire county. There is no duplication of services.

This 13th day of Sept., 1999


Dawson County Commission Chairman
Robert Wallace


Mayor, City of Dawsonville
G. L. Gilleland

Attest: 

Attest: 

County Seal:

City Seal:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: DAWSON Service: WATER

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

- 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.)
Via Contract with City of Dawsonville & Etowah Water & Sewage Authority
- 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.)
- 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.)
- 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.)
- 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.)

SEVERELY EXCEEDED

Replaced by Oct 4th

Amended
(Approved/verified by DCA on 12/12/01)

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

yes no

If these conditions will continue under the 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.

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	Water and Sewage Fund
Etowah Water & Sewage Authority	User Fees

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 Purchase Agreement	City of Dawsonville	1989-Current
	Etowah Water & Sewage Authority	
Process to Insure Compatibility with Applicable Land Use Plans, et al	City of Dawsonville Dawson County	1999-Current

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?

Same as Number Five (5).

7. Person completing form: G.L. Gilleland, Mayor Robert Wallace, Chairman
City of Dawsonville Dawson County Board of Commissioners
 Phone number: (706) 265-3256 Date completed: 10/29/99
265-7719

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

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County: Dawson Service: Water

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

- 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.)
Etowah Water and Sewer Authority (EWSA)
- 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.)
- 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.)
- 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.)
- 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.)

REVISED
September 2008

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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	Water and Sewer Fund
Dawson County	User Fees
EWSA	User Fees

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 Purchase Agreement	City of Dawsonville, EWSA	1989-current

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?

Local Act of General Assembly (section 24 of Act No. 809) 03/14/80

7. Person completing form: G.L.Gilleland, Mayor Robert Wallace, Chairman
City of Dawsonville Dawson County Board of Commissioners
Phone number: (706) 265-3256 Date completed: 10/29/99
265-7719

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:

October 29, 1999

STATEMENT

RE: Water Purchase Agreement - City of Dawsonville - Etowah Water and Sewer Authority

In 1989, Etowah Water and Sewer Authority became the sole service provider within Dawson County for water. Before that time, the City of Dawsonville also operated a water system serving 300 customers. Etowah Water and Sewer Authority agreed to take over the City's water system as explained in the agreement.

Paragraph 7(b) of the Water Purchase Agreement referenced herein provides as follows:

"In the event the City expands its service to an area substantially different from its present service area, **and** the Authority is not capable of delivering water at a satisfactory point and at a satisfactory rate, the Authority shall consent to allow the City to furnish water to meet the needs for the **new area only** from any other source to be determined by the City." The City has not expanded its service. As of the date hereof, Etowah Water and Sewer Authority remains the sole service provider for water in Dawson County.

The purpose of the water service agreement is to establish an equitable rate structure and to provide for administrative duties. The parties considered future contingencies when drafting the agreement. However, no such contingencies have yet occurred, and the agreement continues

to be enforced as a rate structure agreement not a service provider agreement.

A handwritten signature in black ink, appearing to read 'Joseph A. Homans', written over a horizontal line.

Joseph A. Homans
Attorney for Etowah Water and Sewer Authority

WATER PURCHASE AGREEMENT

THIS AGREEMENT for the sale and purchase of water is entered into as of the 5th day of September, 1989, between the City of Dawsonville, a municipal corporation in Dawson County, Georgia, hereinafter referred to as the "City" and the Etowah Water & Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

WITNESSETH:

WHEREAS, the Authority is organized and established under the Laws of Georgia for the purpose of constructing and operating a water supply distribution system serving water users principally within Dawson County.

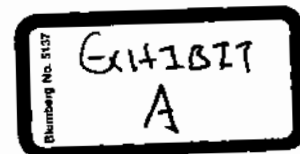
WHEREAS, the City currently operates a water system serving approximately 300 customers inside the City and adjacent thereto, supplied by wells and springs which are inadequate to serve the customers' needs, and

WHEREAS, due to increased growth and development the City desires to purchase water from the Authority, and

WHEREAS, Authority desires to expand its facilities so that it may adequately meet the needs and demands of its customers, the City included, and;

WHEREAS, the Authority has applied to the Appalachian Regional Commission for a grant to finance the facilities which would enable the City to purchase water from the Authority, and

WHEREAS, it is the desire and intention of the parties that all monies from the Appalachian Regional Commission grant be used



by the Authority to construct facilities to enable the City to obtain water from the Authority, and;

WHEREAS, the City and the Authority would serve customers in accordance with a territorial provision which is a part of this Agreement, and

WHEREAS, this can best be accomplished by the parties entering into this agreement which shall supersede all previous contracts and agreements;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth,

A. THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the City at the main point of delivery which shall be at a meter at the intersection of Perimeter Road and Georgia Hwy. 53 during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such pressure as may be required for the City as determined by an engineer or engineering firm mutually agreed upon by the parties hereto.

2. (Accounting System) To establish an accounting system satisfactory to all parties which shall facilitate the identification of costs actually used in calculating the cost per 1,000 gallons of producing and delivering water to the City; and to be responsible for operation of the water supply in accordance with all applicable laws and regulations.

3. (Metering Equipment) To furnish, install and operate at Authority's expense a meter at the intersection of Perimeter Road and Georgia Hwy. 53, a meter at the booster station at the 250,000 gallon reservoir, a meter at the end of existing City lines on Ga. Hwy. 9 South of the Perimeter Road, and, a meter or meters at such other points as may be mutually agreed to by the parties, (the "metering equipment") including meter houses or pits, and required devices of standard type for properly measuring the quantity to or from the City and to calibrate such metering equipment whenever requested by the City or Authority. Meters shall be checked and calibrated by the Authority not less frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by the test to be inaccurate shall be corrected for the 6 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount delivered in the corresponding period immediately prior to the failure, unless the Authority and City shall agree upon a different amount. The metering equipment shall be read on or about the 15th of each month. An appropriate official of the City at all reasonable times shall have access to each meter for the purpose of verifying its readings.

4. (Connections to Existing Lines) To bear all costs of connecting the City's service lines to the Authority's existing service lines as set out in Exhibit "B" of the May 1989 Report of

Campbell Wallace Consulting Engineers, hereinafter referred to as "Engineer's Report"; a copy of which has been initialed by the respective officers of the parties and is attached to, incorporated into and made a part of this Agreement as "Exhibit A".

5. (Billing Procedure) To furnish the City at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the City during the preceding month.

6. (Grant Monies) To covenant that all monies received from the Appalachian Regional Commission Grant (the "grant") for the purpose of constructing facilities to enable the City to purchase water from the Authority shall be used for no other purpose absent a written agreement by the City. The Authority or its designated agent shall report to the City not less than monthly on the use of the grant funds in such detail as shall be specified by the City. This reporting requirement shall continue until all grant funds have been expended and construction has been completed and accepted by the City and the Appalachian Regional Commission.

7. (Indemnification) The Authority shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Authority, its officials, employees, agents or servants and shall indemnify and save harmless the City from any and all liability actions, causes of actions, suits, damages, attorneys fees and costs relating to the performance of this Agreement by the Authority, its officials, employees, agents or servants.

B. THE CITY AGREES:

1. It is understood that the Authority will construct a water supply system in adequate size to meet the water needs of the City; therefore, the City agrees to purchase from the Authority all of the water needed to meet the requirements of its customers for the period of this contract, subject to the following conditions and exceptions:

(a) In the event of a failure to deliver as set out in Section C, paragraph 8 of this agreement, or in the event of an emergency shortage of water in which demand by the City exceeds supply from the Authority for more than four hours in any 24-hour period, the City reserves the right to procure water from any and all available sources, including its existing wells, to supplement the water supplied by Authority. The Authority agrees that the City may make such emergency supplements.

(b) In the event the City expands its service to an area substantially different from its present service area, and the Authority is not capable of delivering water at a satisfactory point and at a satisfactory rate, the Authority shall consent to allow the City to furnish water to meet the needs for the new area only, from any other source to be determined by the City.

2. (Rates and Payment Date) To pay the Authority, not later than the 15th day of each month, for water delivered in accordance with a rate schedule determined under the following guidelines:

(a) Payments under this contract shall be adequate to cover yearly amortization of the net cost of the lines to

serve Dawsonville (net cost not to exceed \$229,100) and yearly amortization of existing facilities (net cost not to exceed \$830,000) and cost of operations - all as illustrated in Exhibit F of the Engineer's Report provided, however, that

(b) The rate to Purchaser will not exceed \$1.37/thousand gallons for the first 18-months after initial delivery of water to the City by the Authority, the rate to Purchaser in any 12 month period shall not increase more than 7% over the rate in the previous 12-month period.

(c) Payments for capitalized costs and operation and maintenance expense shall be based on the actual cost of water produced and the actual usage by Authority and City.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE CITY AS FOLLOWS:

1. (Term of Agreement) That this contract shall extend for a term of 40 years from the date of the initial delivery of any water as shown by the first bill submitted by the Authority to the City and, thereafter may be renewed or extended for such term or terms, as may be agreed upon by the Authority and City.

2. (Territorial Provision) The parties have agreed on which portions of Dawson County each party shall be entitled to serve. This territorial agreement of the parties is illustrated by the map attached to and incorporated into and made a part of this Agreement as Exhibit "B".

3. (Debt Service Payment) That the principal and interest debt service allocated to the water service cost to The City shall

be the actual principal and interest payment on that portion of outstanding debt attributed to the cost of service to the City, more specifically,

a. new water lines installed to serve Dawsonville and set out in Exhibit "B" of Engineer's Report less credits set out in Exhibit "C" of Engineer's Report.

b. new 500,000 gallon tank and original plant as set out in Exhibit "D" of Engineer's Report.

4. Calculation of the amount of water purchased by the City shall be made by subtracting the water metered from Dawsonville at the booster station at the 250,000 gallon reservoir north on Georgia Highway 9 and at the end of the existing lines on Georgia Highway 9 south of the Perimeter Road from the water metered to Dawsonville at the intersection of Perimeter Road and Georgia Highway 53. ~~In calculating the monthly amount of water purchased by the City the Authority shall round off to the nearest thousand gallons so that 501 gallons or more shall be rounded to one thousand and 500 gallons or less shall be rounded to zero.~~

8/17

(5) (Operation and Maintenance Payment) That the Authority shall be responsible for operating and maintaining the water system in the most economical manner feasible, and the City shall have the right to question specific items in the audit. The operation and maintenance costs chargeable to the treatment plant and delivery costs shall include:

(1) Labor, (2) Chemicals, (3) Electricity, (4) Other applicable utility costs, (5) Insurance, (6) Taxes, (7) Accounting, (8) Testing of all master meters on a yearly basis, (9) And any and all other miscellaneous costs related to water production, operation, and maintenance.

6. (Time Period from Start of Delivery Until Eighteen Months thereafter) The City shall pay a maximum of \$1.37 per 1,000 gallons of water used for a period of eighteen months from the date of initial delivery of water pursuant to this agreement.

7. (Time Period Beginning January 1st after the First Eighteen month period)

(a) An annual audit and report on the water treatment facility shall be made at the end of the first operating year, and each year thereafter, by a certified public accountant employed by the Authority. The audit shall determine the true operating and maintenance costs, and true debt service cost. The above total cost shall be divided by the total water metered from the plant during that year, excluding water metered for internal plant use. This calculation shall yield the unit cost per 1,000 gallons of water metered which shall be the cost per thousand gallons to be paid by the City to the Authority; provided, however, that the City shall not pay more than \$1.37 per 1,000 gallons of water used during the first eighteen months after initial delivery of water pursuant to this Agreement.

(b) Regardless of the unit cost as calculated under Paragraph "A" above, the Authority agrees not to increase the rate charged the City more than 7% in any twelve month period.

(c) Each year-end audit shall determine if the payments for the past year have been over or underpaid, based on actual audited costs. Overpayments shall be refunded or credited to the City's next monthly billed charges. Underpayments shall be collected on the next payment date after the audit.

(d) The above described year-end procedure shall be repeated annually at the end of each of the Authority's operating years.

(e) For the purposes of this Agreement, "operating year" shall be defined as beginning on August 1 of each year and ending on July 31 of the following year.

8. (Failure to Deliver) That the Authority will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the City with the quantity and quality of water required by the City. Temporary or partial failures to deliver water shall be remedied with all possible dispatch, and the failure to do so shall constitute a material breach of this agreement; provided, however, that the failure or inability, or partial failure or partial inability, of the Authority to deliver water which directly results from water withdrawal or distribution restrictions imposed on the Authority by the Georgia Department of Natural Resources or any other state or federal agency validly imposing such restrictions shall not constitute a material breach of this Agreement.

9. (Modification of Agreement) Except as otherwise provided herein, the provisions of this contract pertaining to the schedule of rates to be paid by the City for water delivered are subject to modification at the end of every 1 year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Authority's distribution system. Other provisions of this contract may be modified or altered in writing by mutual agreement of the parties.

10. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar Agreements in this State and the Authority and City shall reasonably cooperate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

11. (Successor to the Parties) (a) That in the event of any occurrence rendering the City incapable of performing under this contract, any successor of the City, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the City hereunder.

(b) That in the event of any occurrence rendering the Authority incapable of performing under this contract, any successor of the Authority, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Authority hereunder.

12. An original and one duplicate original of this Agreement shall be executed, and each of which so executed shall be deemed to be an original for purposes of introduction in evidence of any legal proceeding.

13. This Agreement shall be deemed to have been executed in the State of Georgia and shall be construed according to the laws of that state.

14. This writing terminates and supersedes all prior Agreements between the parties hereto pertaining to the subject matter herein whether orally or in writing and constitutes the entire Agreement between the parties hereto subject only to modification by a subsequent writing of equal formality with this

instrument executed by the parties hereto and making reference to the same.

15. (Discrimination in Employment or Services) (a) The Authority agrees that it shall not discriminate against any person in the provision of any services or in any terms or conditions of employment on the basis of race, color, religion, national origin, sex, age, or handicap, and will comply with all applicable Federal laws, regulations and guidelines prohibiting discrimination.

(b) The Authority shall take affirmative action to employ persons in the groups described in sub-paragraph (a) and shall report as requested by the City on the progress of such affirmative action.

(c) Failure of the Authority to comply with the provisions of subparagraphs (a) and (b) of this Paragraph shall constitute an additional event of default.

16. This Agreement is contingent on approval of this agreement by, and the successful closing of financing of the necessary financing from, the United States Department of Agriculture, Farmers Home Administration. The parties agree that neither shall be bound in any way by this Agreement absent such approval and closing. Such approval and closing shall be evidenced by the signature of the appropriate Farmers Home Administration official below.

17. (a) All disputes and controversies of every kind and nature between the City and the Authority arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance,

enforcement, operation, breach, continuance or termination hereof shall be submitted to arbitration pursuant to the following procedure:

(i) Either party may demand such arbitration in writing within ninety (90) days after the controversy arises, which demand shall include the name of the arbitrator appointed by the party demanding arbitration together with a statement of the matter in controversy.

(ii) Within thirty (30) days after such demand, the other party shall name his arbitrator or in default thereof such arbitrator shall be named forthwith by the Senior Judge of the Superior Court of Dawson County, or if he refuses to so appoint, then any other judge of said Court shall appoint such second arbitrator, and the two arbitrators so selected shall name a third arbitrator within fifteen (15) days or in lieu of said agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by a Judge of the Superior Court as above stated.

(iii) Each party shall bear its own arbitration costs and expenses and shall pay the fees and expenses of the designated arbitrator. The fees of the third arbitrator and his expenses shall be shared equally by the parties hereto.

(iv) The arbitration herein shall be held at Dawsonville, Georgia, on fifteen (15) days notice to the parties, the arbitration rules and procedures of the American Arbitration Association shall be incorporated by reference herein and the laws of evidence of the State of Georgia shall govern the presentation of evidence therein.

(v) The arbitration herein shall be concluded within three (3) days unless otherwise ordered by the arbitrators and the award hereon shall be made within ten (10) days after the close of the submission of evidence. To the extent permitted by law, and except as otherwise provided herein, an award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding during the term of this agreement.

(b) Nothing herein contained shall be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement.

(c) Any decision of the arbitrators may be appealed by either party de novo to the Superior Court of Dawson County.

(EXECUTION APPEARS ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals affixed.

CITY OF DAWSONVILLE, GEORGIA

ETOWAH WATER & SEWER AUTHORITY

Linda Lowley
Mayor

BY: Don D. Gordon

Mary A. Smith
Councilman

Title: Chairman

Charles R. Criss
Councilman

ATTEST:

Harold Warner
Councilman

Attest: E. Deane Jones

Michael Joseph
COUNCILMAN

Title: Secretary

This Agreement is approved on behalf of the United States Department of Agriculture, Farmers Home Administration this _____ day of _____, 19____, This approval further evidences the successful closing of the financing as contemplated by this Agreement.

By: _____

Title: _____

P: *DAVID*DAWSONCO*113_27WP.001

(August 11, 1989)

FIRST AMENDMENT TO WATER PURCHASE AGREEMENT

This First Amendment to Water Purchase Agreement is entered into as of the 3rd day of May, 1994, by and between the City of Dawsonville, a municipal corporation in Dawson County, Georgia, hereinafter referred to as the "City" and the Etowah Water & Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

WITNESSETH:

WHEREAS, the City and the Authority entered into a Water Purchase Agreement as of the 5th day of September, 1987 and

WHEREAS, the City and the Authority find it necessary to amend certain provisions of said Agreement;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and the sum of one dollar paid by each party to the other, receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1.

To amend paragraph nine of said Agreement by striking paragraph nine in its entirety and inserting in lieu thereof the following:

"9. (Modification of Agreement) Except as otherwise provided herein, the provisions of this contract pertaining to the schedule of rates to be paid by the City for water delivered are subject to modification at the end of every 1 year period. ~~Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Authority's distribution system. All provisions of this contract including but not limited to the foregoing provisions may be modified or altered in writing by mutual agreement of the parties and approval by an appropriate official of the Farmers Home Administration.~~"

2.

To amend paragraph sixteen of said Agreement by adding a new subparagraph (b) to paragraph sixteen to read as follows:

"16.(b) This Agreement is pledged as security for the loan described in paragraph 'a' above as provided in a contract between the Authority and the United States Department of Agriculture, Farmers Home Administration, denominated 'Letter of Conditions' and dated May 2, 1990."

3.

Except as otherwise expressly modified or amended by this First Amendment to Water Purchase Agreement, all provisions, terms and conditions of the original agreement between the parties shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE, GEORGIA ETOWAH WATER & SEWER AUTHORITY

Henry Savage
Mayor

BY: Don D. Gordon

Johnny Brown
Councilman

Title: Chairman

Mary A. Smith
Councilman

ATTEST:

Michael L. ...
Councilman

Attest: A. ...

Harold ...
Councilman

Title: Secretary

This First Amendment to Agreement is approved on behalf of the United States Department of Agriculture, Farmers Home Administration this _____ day of _____, 19____.

By: _____

Title: _____

SECOND AMENDMENT TO WATER PURCHASE AGREEMENT

This Second Amendment to Water Purchase Agreement is entered into as of the 13th day of June, 1994, by and between the City of Dawsonville, a Municipal Corporation in Dawson County, Georgia, hereinafter referred to as the "City", and the Etowah Water and Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

W I T N E S S E T H:

WHEREAS, the City and the Authority entered into a water purchase agreement as of the 5th day of September, 1989, and

WHEREAS, the City and the Authority provided for a first amendment to the water purchase agreement as of the 3rd day of May, 1991; and

WHEREAS, the City and the Authority find it necessary to amend certain provisions of said agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and the sum of \$1.00 paid by each party to the other, receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1.

To amend the first sentence of paragraph 3 of said agreement by striking said sentence in its entirety and inserting in lieu thereof the following:

"3 (Metering Equipment). To furnish, install and operate at Authority's expense a meter at the intersection of Perimeter Road and Georgia Highway 53, a meter at the booster station at the 250,000 gallon reservoir, a meter at the intersection of Georgia Highway 9 South and Perimeter Road, and a meter or meters at such other points that may be mutually agreed to by the parties, (the "metering equipment") including meter houses or pits, and required devices of standard type for properly measuring the quantity to or from the City and to calibrate such metering equipment whenever requested by the City or the Authority. The Authority shall construct an 8-inch line for the City from the intersection of Georgia Highway 9 North and Perimeter Road a distance of 450 feet, more or less, towards the City's tank in exchange for all water properties of the City south of the intersection of Georgia Highway 9 South and Perimeter Road.

Perimeter Road shall be the service line between the City and the Authority at all locations."

2.

Except as expressly modified or amended by this Second Amendment to Water Purchase Agreement, all provisions, terms, and conditions of the original agreement between the parties and the First Amendment to Water Purchase Agreement shall continue in full enforce and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second

Amendment to Water Purchase Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE

ETOWAH WATER & SEWER AUTHORITY

Henry Savage
Mayor

BY: Don S. Faid

G. S. Hildbrand
Councilman

Title: Chairman

Michael Garber
Councilman

ATTEST:

Henry A. Smith
Councilman

Attest: E. Decker

Madison H. H. H.
Councilman

Title: Secretary

THIS SECOND AMENDMENT TO AGREEMENT IS APPROVED ON BEHALF OF THE UNITED STATES DEPARTMENT OF AGRICULTURE, FARMERS HOME ADMINISTRATION THIS THE _____, DAY OF _____, 19_____.

By: _____

Title: _____

SECOND AMENDMENT TO WATER PURCHASE AGREEMENT

This Second Amendment to Water Purchase Agreement is entered into as of the 13th day of June, 1994, by and between the City of Dawsonville, a Municipal Corporation in Dawson County, Georgia, hereinafter referred to as the "City", and the Etowah Water and Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

W I T N E S S E T H:

WHEREAS, the City and the Authority entered into a water purchase agreement as of the 5th day of September, 1989, and

WHEREAS, the City and the Authority provided for a first amendment to the water purchase agreement as of the 3rd day of May, 1991; and

WHEREAS, the City and the Authority find it necessary to amend certain provisions of said agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and the sum of \$1.00 paid by each party to the other, receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1.

To amend the first sentence of paragraph 3 of said agreement by striking said sentence in its entirety and inserting in lieu thereof the following:

"3 (Metering Equipment), To furnish, install and operate at Authority's expense a meter at the intersection of Perimeter Road and Georgia Highway 53, a meter at the booster station at the 250,000 gallon reservoir, a meter at the intersection of Georgia Highway 9 South and Perimeter Road, and a meter or meters at such other points that may be mutually agreed to by the parties, (the "metering equipment") including meter houses or pits, and required devices of standard type for properly measuring the quantity to or from the City and to calibrate such metering equipment whenever requested by the City or the Authority. The Authority shall construct an 8-inch line for the City from the intersection of Georgia Highway 9 North and Perimeter Road a distance of 450 feet, more or less, towards the City's tank in exchange for all water properties of the City south of the intersection of Georgia Highway 9 South and Perimeter Road.

Perimeter Road shall be the service line between the City and the Authority at all locations."

2.

Except as expressly modified or amended by this Second Amendment to Water Purchase Agreement, all provisions, terms, and conditions of the original agreement between the parties and the First Amendment to Water Purchase Agreement shall continue in full enforce and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second

Amendment to Water Purchase Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE

ETOWAH WATER & SEWER AUTHORITY

Yvonne Swartz
Mayor

BY: Don D. Jordan

G. A. Hubbard
Councilman

Title: Chairman

Michael Garcia
Councilman

ATTEST:

W. L. Smith
Councilman

Attest: E. Deane

Madison H. H. H.
Councilman

Title: Secretary

THIS SECOND AMENDMENT TO AGREEMENT IS APPROVED ON BEHALF OF THE UNITED STATES DEPARTMENT OF AGRICULTURE, FARMERS HOME ADMINISTRATION THIS THE _____, DAY OF _____, 19_____.

By: _____

Title: _____

FIRST AMENDMENT TO WATER PURCHASE AGREEMENT

This First Amendment to Water Purchase Agreement is entered into as of the 3rd day of May, 1994, by and between the City of Dawsonville, a municipal corporation in Dawson County, Georgia, hereinafter referred to as the "City" and the Etowah Water & Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

WITNESSETH:

WHEREAS, the City and the Authority entered into a Water Purchase Agreement as of the 5th day of September, 1987 and

WHEREAS, the City and the Authority find it necessary to amend certain provisions of said Agreement;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and the sum of one dollar paid by each party to the other, receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1.

To amend paragraph nine of said Agreement by striking paragraph nine in its entirety and inserting in lieu thereof the following:

"9. (Modification of Agreement) Except as otherwise provided herein, the provisions of this contract pertaining to the schedule of rates to be paid by the City for water delivered are subject to modification at the end of every 1 year period. ~~Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Authority's distribution system. All provisions of this contract including but not limited to the foregoing provisions may be modified or altered in writing by mutual agreement of the parties and approval by an appropriate official of the Farmers Home Administration.~~"

2.

To amend paragraph sixteen of said Agreement by adding a new subparagraph (b) to paragraph sixteen to read as follows:

"16.(b) This Agreement is pledged as security for the loan described in paragraph 'a' above as provided in a contract between the Authority and the United States Department of Agriculture, Farmers Home Administration, denominated 'Letter of Conditions' and dated May 2, 1990."

3.

Except as otherwise expressly modified or amended by this First Amendment to Water Purchase Agreement, all provisions, terms and conditions of the original agreement between the parties shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE, GEORGIA ETOWAH WATER & SEWER AUTHORITY

Henry Savage
Mayor

BY: Don D. Guden

Gerridge Green
Councilman

Title: Chairman

Mary A. Smith
Councilman

ATTEST:

Michael Jacobs
Councilman

Attest: R. Severance

Heather Weaver
Councilman

Title: Secretary

This First Amendment to Agreement is approved on behalf of the United States Department of Agriculture, Farmers Home Administration this _____ day of _____, 19__.

By: _____

Title: _____

INTERGOVERNMENTAL AGREEMENT

O.C.G.A. § 36-70-24 (4)(c)

This Agreement is made and entered into this 29th day of June, 1998 by and between Dawson County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"), and the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation located within the geographical confines of Dawson County, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. §36-70-24(4)(c), a process shall be established to resolve land use classification disputes when a county objects to the proposed use of an area to be annexed into a city; and,

WHEREAS, pursuant to O.C.G.A. §36-36-11, no annexation shall be effective until any bona fide land use classification objections raised by a county's governing authority are resolved; and,

WHEREAS, pursuant to O.C.G.A. §36-36-11 a "bona fide land use classification objection" means an objection to a proposed change in land use resulting in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; and,

WHEREAS, O.C.G.A. §36-66-4(d)(1) requires that procedures for zoning property proposed for annexation be initiated and completed or substantially-completed prior to the effective date of annexation; and,

WHEREAS, the process to resolve a county's objections must be established no later than July 1, 1998.

NOW, THEREFORE, BE IT RESOLVED that this AGREEMENT is entered into by and between the governing authority of the county and the governing authority of the city as follows:

A. Notice of Proposed Annexation and Proposed Land Use Classification.

1. When the city initiates any formal annexation activity or accepts a petition for annexation under any statutory method, then the city shall notify the county in writing of the proposed annexation in the manner required by law pursuant to O.C.G.A. §36-36-1 et. seq. and shall include in the notification the proposed land use or zoning classification of the property upon annexation.

2. Within ten (10) working days following receipt of the information specified in subparagraph A.1., the county shall forward to the city a statement (A) indicating that the county has no objection to the proposed land use for the property or (B) describing the county's objection(s) to the city's proposed land use classification and shall provide supporting information regarding its objection(s) and shall list any possible stipulations or conditions that alleviate the county's objection(s). If the county has no objection(s) to the city's proposed land use or zoning classification, then the city shall be entitled to proceed with annexation. If the county fails to respond to the city's notice in writing within the deadline set forth herein, then the city shall be entitled to proceed with the annexation, and the county shall forfeit its right to invoke the dispute resolution process set forth herein, stop the annexation, or object to land use changes after the annexation.

3. If the county notifies the city that the county has a bona fide land use classification objection or objections regarding property proposed to be annexed, then the city shall respond to the county in writing within ten (10) working days of receiving the county's objection(s) by (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping the proposed annexation; (c) disagreeing that the county's objection(s) are bona fide and notifying the county that the city invokes the dispute resolution process set forth herein.

B. Notice Of Rezoning Or Change To Land Use Classification (City)

1. If the city receives a rezoning application filed by any property owner or any other person who is permitted by law to apply for rezoning or if a rezoning is proposed by the city for property that has been annexed within twelve (12) months of the effective date of the annexation of the property, then the city shall provide the county written notice of the proposed rezoning or change to the land use classification by certified mail, return receipt requested, within ten (10) days of the filing of the application of rezoning or notice of a proposed rezoning by the city. Any notice given in accord with this paragraph shall be deemed effective if such notice is personally served upon the county manager or the chief administrative official of the county and upon the property owners entitled to notice by certified mail, return receipt requested, addressed as shown on the current county tax digest.

2. The procedures of the Georgia Zoning Procedures Law shall be followed, and a public hearing shall be conducted before final action is taken by the city on any zoning issue, and the county shall be provided notification of this hearing at least ten (10) days before the date scheduled for hearing.

3. A representative of the county may appear at the public hearing regarding any bona fide land use classification objection the county may have regarding the area to be rezoned. Any comments made at the public hearing by the county representative must be considered by the governing body of the city when balancing the public interest in promoting the health, safety, morality, or general welfare against the right of the owner(s) of the property to be rezoned to the unrestricted use of the property following the standards governing the exercise of zoning power as set forth in the city's zoning ordinance and the future land use map of the county's

comprehensive plan and the joint comprehensive plan if a joint comprehensive plan exists.

4. After the public hearing, the governing body of the city shall determine and publish how the property proposed for rezoning shall be zoned under the city's zoning ordinance and shall notify the county of such decision in writing via mail or personal delivery as provided in this agreement. If the governing body determines that further investigation is warranted before making this determination then the city may table the action until a time certain that a future regular meeting of the governing body.

5. Within ten (10) days following a publication of a zoning decision by the city, the county may give written notice to the city and to the owner(s) of the property affected that the county objects to the proposed land use classification and rezoning and shall state with specificity the grounds upon which the objection is based. If the objection can be cured by special conditions attached to the rezoning, then those conditions shall be set forth in the notice. Upon receipt of notice from the county, the city shall enter into formal dispute resolution process set forth herein if the objection is not cured.

C. Notice Of Rezoning Or Change To Land Use Classification (County)

1. If the county receives a rezoning application regarding property that adjoins the city, then the county shall provide the city written notice of the proposed rezoning or change to the land use classification by certified mail, return receipt requested, within ten (10) days of the filing of the application

2. The procedures of the Georgia Zoning Procedures Law shall be followed, and a public hearing shall be conducted before final action is taken by the county on any zoning issue, and the city shall be provided notification of this hearing at least ten (10) days before the date scheduled for hearing.

3. A representative of the city may appear at the public hearing regarding any bona fide land use classification objection the city may have regarding the area to be rezoned. Any comments made at the public hearing by the city representative must be considered by the governing body of the county when balancing the public interests in promoting the health, safety, morality, or general welfare against the right if the owner(s) of the property to be rezoned to the unrestricted use of the property following the standards governing the exercise of zoning power as set forth in the county's zoning ordinance and the future land use map of the county's comprehensive plan and the joint comprehensive plan if a joint comprehensive plan exists.

4. After the public hearing, the governing body of the county shall determine and publish how the property proposed for rezoning shall be zoned under the county's zoning ordinances and shall notify the city of such decision in writing via mail or personal delivery as provided in this agreement. If the governing body determines that further investigation is warranted before making the determination then the county may table the action until a time certain that a future regular meeting of the governing body.

5. Within ten (10) days following a publication of a zoning decision by the county the city may give written notice to the county and to the owner(s) of the property affected that the city objects to the proposed land use classification and rezoning and shall state with specificity the grounds upon which the objection is based. If the objection can be cured by special conditions attached to the rezoning, then those conditions shall be set forth in the notice. Upon receipt of notice from the city, the county shall enter into formal dispute resolution process set forth herein if the objection is not cured.

D. Formal Dispute Resolution Process

1. Mediation shall serve as the means for formal resolution of all bona fide land use objections of property proposed for annexation. A neutral third-party mediator with experience in local government law selected from a list of mediators provided by the Georgia Department of Community Affairs or the State Bar of Georgia shall be mutually selected by the county and city to conduct the mediation. All costs of the mediator shall be shared equally by the county and city. Affected property owner(s) shall receive reasonable notice of the date, time and location of the mediation and shall be invited to participate; provided, however, an affected property owner(s) failure to participate shall not restrict the owner from pursuing available legal remedies under state or federal law.

2. The county and city shall exercise their best efforts to conduct the mediation as soon as reasonably possible following the county's notice of objection. Except where exigent circumstances warrant, the mediation should be completed within 30 days of the date notice is received by the city. At the mediation session, the county shall be represented by the county manager, the chairman of the Board of Commissioners of Dawson County, and the county attorney; the city shall be represented by the mayor and city attorney.

3. Upon conclusion of the mediation process, the city's governing body may act to adopt an annexation ordinance that imposes an initial zoning classification on the property annexed. The effective date of such ordinance shall be governed by O.C.G.A. Sec.36-36-2(a). Nothing contained herein shall prohibit any person aggrieved by final adoption of the ordinance from pursuing available legal remedies by an action initiated within thirty(30) days of the date of final adoption. The city shall not grant any approval or issue, any permits for development of the property annexed, including any land-disturbing activity, until the thirty (30) day period has expired.

4. Unless otherwise provided by law, initiation of a legal action contesting the land use classification shall serve as a stay or supersedeas for the grant of development permits beyond the thirty (30) day period specified in above.

D. Term Of Agreement

This Agreement shall commence on the 1 day of July, 1998 and shall continue for a period of one (1) year and shall continue year to year unless notice is given by one of the governmental entities at least 60 days prior to the date of termination selected by the noticing



SERVICE DELIVERY STRATEGY
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 updating 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 COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

No incompatibilities were identified, however, a need for a method of communication regarding proposed re-zoning or annexation was recognized. This has been addressed in the joint agreement between the City and County entitled: Land Use Compatibility & Conflict Resolution Agreement.

Effective: 06/29/98 (See Attached Copy)

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.)

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.

If "other measures" was checked, describe these measures:

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

Please see attached Joint Resolution/Intergovernmental Agreement on Land Use Compatibility & Conflict Resolution.

4. 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?

City of Dawsonville Land Use & Zoning Ordinance
Dawson County Planning & Zoning Ordinance
Etowah Water and Sewer Authority is required to obtain appropriate permits from Dawson County or the City of Dawsonville before installing lines or equipment. In order to obtain appropriate permits, EWSA must comply with Land Use Plans and ordinances of the county and city.

Chairman, Dawson County
Honorable Robert Wallace

Honorable G.L. Gilleland
Mayor, City of Dawsonville

5. Person completing form: Board of Commissioners

Phone number: 706-265-3256 Date completed: June, 1999

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? yes no

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

**A Resolution Establishing a
Process to Insure Compatibility with Applicable Lane Use Plans and Ordinances
And to Resolve Inter-Governmental Land Use Plan and Ordinance Inconsistencies
Pursuant to the Provision of New Extra Territorial Water and Sewer Services**

WHEREAS, the Dawson County Board of Commissioners and the Mayor and Council of the City of Dawsonville have found it necessary, desirable and in the public interest to establish a formal process to insure that the provision of new extraterritorial water and sewer service is consistent with all applicable land uses plans and ordinances of adjoining local governments; and

WHEREAS, the Dawson County Board of Commissioners and the City of Dawsonville have jointly developed a cooperative plan to insure consistency with applicable land use plans/ordinances; and thus

BE IT THEREFORE RESOLVED by the Dawson County Board of Commissioners of Dawson County, Georgia and the governing body of the City of Dawsonville, Georgia and **IT IS HEREBY RESOLVED** by the Authority of same:

1.

Effective immediately upon the adoption of this Resolution by the respective governments, the following process for insuring that proposed extraterritorial water and sewer service is compatible with the land use plans/ordinances of the new territory shall be implemented:

- (a) Prior to initiating the development of water and sewer services in extraterritorial boundaries, the City of Dawsonville will notify the County government of the proposed new service by providing information on location of property, size of area, and existing proposed land use associated with the property.
- (b) Within (10) ten working days following receipt of the above information, the County government will forward to the City a statement either: (a) indicating that the proposal is compatible with that community's land use plan and all applicable ordinances; or (b) a description of why the proposal is inconsistent with the land use plan or ordinances providing supporting evidence. If the city does not receive a response in writing within the time deadline, the proposal shall be determined to be consistent with the County's land use plan or land use ordinances.
- (c) If the City receives a notification that the proposal is incompatible with the land use plan, the City may respond in writing within (14) fourteen days of receiving the notification of land use inconsistency

by: (a) requesting a meeting to discuss a formal change to the land use plan; or (b) agreeing with the content of the notification and stopping the action on the proposed service extension.

- (d) In the event the City seeks mediation, the governments will agree on a mediator, a mediation schedule, as well as determine participants in the mediation. Any costs associated with the mediation will be shared pro rata by the County and the City
- (e) A proposal to extend extraterritorial water and sewer service shall not be implemented until the bona fide land use plan or land use ordinance inconsistencies are resolved pursuant to the dispute resolution process.
- (f) However, the final determination of the land use plan or land use ordinances will be accorded to the governing body receiving the proposed service extension.

2.

All ordinances and resolutions in conflict herewith are hereby repealed.

SO RESOLVED this 13th day of Sept., 1999.

ATTEST:

W. A. [Signature]
COUNTY CLERK

Acting County Clerk

County Manager

Dawson County Board of Commissioners

Robert J. Waller
CHAIRMAN

ATTEST:

[Signature]
CITY CLERK

City of Dawsonville, Georgia

G. L. Gilleland
HONORABLE G. L. GILLELAND

Mayor

party. This agreement shall be reviewed and updated as mutually agreed between the parties as part of the Service Delivery Strategy.

E. Severability

If any provision of this Agreement is held to be invalid or unenforceable the remainder of this Agreement shall be enforceable without such provision. In the event that HB 489 (O.C.G.A. §36-70-20 et seq.) is repealed, significantly modified or declared unconstitutional or void by any court, then this Agreement, at the option of any party hereto, may be declared null and void. Nothing contained herein shall prohibit any party to this agreement from challenging the provisions of any law applicable to this agreement.

F. Miscellaneous

This Agreement shall be governed by the laws of the State of Georgia.

WHEREFORE, the parties have read and understood the terms of this Agreement, they do hereby agree to such terms by execution of their signatures below.

(Signatures continued on next page)

DAWSON COUNTY, GEORGIA

By: Robert Wallace
Chairman, Board of Commissioners

By: Jimmy Lewis
County Clerk

Sworn to and subscribed before me
this 23rd day of June, 1998.

Nathaniel Foster
Notary Public
Notary Public, Dawson County, Georgia
My Commission Expires Jan. 14, 2002

CITY OF DAWSONVILLE

By: W.L. Gilliland
Mayor

By: Brenda Abernombi
City Clerk

Sworn to and subscribed before me
this 29th day of June, 1998.

[Signature]
Notary Public



SERVICE DELIVERY STRATEGY CERTIFICATIONS

Instructions:

This page 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 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR DAWSON COUNTY

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)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
<i>Robert Wallace</i>	Robert Wallace	Chairman of Board of Commissioners	Dawson County	June
<i>G.L. Gilleland</i>	G.L. Gilleland	Mayor	City of Dawson Dawsonville	June 11



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS

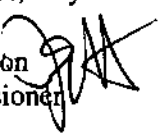
Jim Higdon
COMMISSIONER

Roy E. Barnes
GOVERNOR

MEMORANDUM

TO: Honorable Robert Wallace, Chairman
Dawson County Commission

Honorable G. L. Gilleland
Mayor, City of Dawsonville

FROM: Jim Higdon
Commissioner 

DATE: November 19, 1999

SUBJECT: Verification of Service Delivery Strategy

In accordance with the provisions of the Service Delivery Strategy law, we have determined that your strategy includes the necessary components and addresses the mandatory criteria identified in the law; and therefore, we are pleased to verify your strategy as meeting the requirements of the law.

It is our belief that preparing and implementing a service delivery strategy will assist communities in providing services to their citizens more effectively and efficiently. The benefits of your efforts can be maximized by using your strategy as a reference and management tool as you and other local governments make decisions concerning the provision of local services.

Please remember that the Service Delivery Strategy law states that "projects which are inconsistent with a strategy will be ineligible for state funding and permits." Therefore, prior to seeking future state grant, loan or permit assistance for local service improvements, you should ensure that such requests for assistance are consistent with the locally agreed upon service delivery strategy.

Also, keep in mind that local governments are required to revise their approved strategy when any one of the following conditions are met:

1. In conjunction with the update of your local government's comprehensive plan;
2. Whenever the service delivery or revenue distribution arrangements are changed (e.g., whenever the local governments within the County decide to change how a service is provided or funded); or
3. In the event of the creation, abolition or consolidation of local governments.

November 19, 1999

Page 2

With local governments such as Dawson County and the City of Dawsonville preparing and carrying out rational service delivery strategies, Georgia's citizens can look forward to effective and efficient delivery of local services in the future. We commend you for your hard work and dedication and look forward to working with you in the future.

JH/kdm

cc: Senator Carol Jackson
Representative Clint Smith
Jerry Griffin, ACCG
Jim Calvin, GMA
Larry Glasco, Executive Director
Georgia Mountains RDC