



**DAWSON COUNTY
BOARD OF COMMISSIONERS**

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Julie Hughes Nix
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*** Via Certified Mail ***
7006 2760 0004 2068 6787

October 16, 2008

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

Dear Sir or Madam:

Re: Dawson County, Georgia Service Delivery Strategy

On behalf of Dawson County and the City of Dawsonville, I am pleased to enclose our updated Service Delivery Strategy certifications and all supporting documentation dated October 14, 2008.

Sincerely,

Mike Berg, Chairman
Dawson County Board of Commissioners

Enclosures

cc The Honorable Joe Lane Cox
Kevin Tanner, County Manager
Joey Homans, County Attorney



**SERVICE DELIVERY STRATEGY UPDATE
CERTIFICATIONS**

Instructions:

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

UPDATED SERVICE DELIVERY STRATEGY FOR DAWSON COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy and have determined that:
(Check only one box for question #1)

- A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
- B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.



If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
 - any supporting local agreements pertaining to each of these services that has been revised/updated; and
 - an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.
2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide 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));
5. Our service delivery strategy continues to ensure 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));

6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C)) and;
9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Mike Berg	Chairman	Dawson County Board of Commissioners	10/14/08
	Joe Lane Cox	Mayor	City of Dawsonville	10/14/08



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR

DAWSON

COUNTY

PAGE 1

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.
3. 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.
4. For **each** service or service component listed in Section III, complete a separate *Summary of Service Delivery Arrangements* form (page 2).
5. Complete one copy of the *Summary of Land Use Agreements* form (page 3).
6. 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).
7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
Office of Planning and Quality Growth
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 Planning and Quality Growth at (404) 679-5279.

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 and 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 and Inspections
4. Building Permitting and Inspections
5. Soil Erosion Permitting and Enforcement
6. Police Protection
7. Fire Protection
8. Street/Road Repair & Maintenance and Street/Road Cleaning
9. Storm Water Management
10. Solid Waste Management
11. Planning and Zoning
12. EMS



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #1 - Water Supply/Distribution

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.):

Etowah Water and Sewer Authority City of Dawsonville

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Etowah Water and Sewer Authority	User Fees
City of Dawsonville	User Fees

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

Etowah Water and Sewer Authority provides service in the unincorporated areas, and the City of Dawsonville provides service in the incorporated areas unless otherwise mutually agreed upon through an agreement between Etowah Water and Sewer and the City of Dawsonville.

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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 PAGE 2**

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:** #2 - Sewer Collection/Disposal

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.):

Etowah Water and Sewer Authority City of Dawsonville

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Etowah Water and Sewer Authority	User Fees; Intergovernmental Agreement
Dawson County	General Funds; Bonded Indebtedness
City of Dawsonville	User Fees

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

Etowah Water and Sewer Authority provides service in the unincorporated areas, and the City of Dawsonville provides service in the incorporated areas unless otherwise mutually agreed upon through an agreement between Etowah Water and Sewer and the City of Dawsonville.

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Operation & Maintenance Agreement	E.W.S.A. / Dawson County	
Sprayfield Agreement	E.W.S.A. / 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?

7. Person completing form:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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 CONTRACT AND AGREEMENT UNDER
ARTICLE IX, SECTION III, PARAGRAPH 1 OF THE GEORGIA CONSTITUTION**

This Agreement is hereby made and entered into this 2nd day of December, 1998 between **Dawson County, Georgia**, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Dawson County" or "County"), and **Etowah Water and Sewer Authority**, a public authority of the State of Georgia (hereinafter referred to as "Etowah").

W I T N E S S T H

WHEREAS, the County is a body politic existing and operating under the laws and constitution of the State of Georgia with full power to enter into contracts and agreements with other public entities; and

WHEREAS, Etowah Water and Sewer Authority is a public authority primarily operating within the geographical boundaries of Dawson County, Georgia; and

WHEREAS, Dawson County is a rural county; and

WHEREAS, Dawson County seeks to improve its economic situation and the quality of life for the citizens of Dawson County and the economic health of Dawson County; and

WHEREAS, Dawson County deems the proper and efficient operation of public sewer facilities and equipment to be essential to an improved quality of life and to an opportunity for economic development and to be important to the citizens of Dawson County; and

WHEREAS, Dawson County deems the future growth within Dawson County to require the proper and efficient operation of public sewer facilities and equipment and deems the proper and efficient operation of public sewer facilities to be in the best interest of public safety, health, and welfare; and

WHEREAS, Etowah Water and Sewer Authority is authorized by law and is able to manage and operate water and sewer facilities and systems; and

WHEREAS, the construction and operation of water and sewer facilities and systems constitute activities and services that Dawson County is authorized by law to undertake or provide; and

WHEREAS, Etowah has exhausted all available funding resources in an attempt to upgrade the spray fields associated with the sewage facility and system owned and operated by Etowah within Dawson County, but still does not have the economic ability to provide such spray fields without financial assistance from the County; and

WHEREAS, the County desires to assist Etowah with funding the improvement of the sewage facility and system by insuring that Etowah is able to obtain sufficient area and equipment for spray field; and

WHEREAS, such funding is authorized in accord with Art. IX, Sect. III, Para. I of the Georgia Constitution and other constitutional provisions of the State of Georgia and in accord with Georgia statutes; and

WHEREAS, in order to improve the sanitary sewer services provided to the citizens of Dawson County, the County deems appropriate entering into an agreement or agreements with Etowah to lease certain property from Etowah that will create, upgrade, and improve the provision of sewage facilities that will be available for use by businesses and citizens of Dawson County; and

WHEREAS, Dawson County needs additional land in order to build and provide public parks for use by the citizens of Dawson County; and

WHEREAS, the real property that Etowah will obtain in order to create, upgrade, and improve the provision of sewerage facilities and systems that will be available for use by businesses and citizens of Dawson County is in a location suitable for the County to provide a public park for use by citizens of Dawson County; and

WHEREAS, a portion of the real property that Etowah intends to purchase to create, upgrade, and improve the provision of sewage facilities and systems that will be available for use by businesses and citizens of Dawson County is suitable for an industrial park and/or an office park; and

WHEREAS, Dawson County deems providing additional land for use as an industrial park and/or an office park to be in the best interest of the citizens of Dawson County and to be necessary to better protect the public safety, health, and welfare; and

NOW, THEREFORE in consideration of the mutual covenants and the promises hereinafter contained and for Ten Dollars and other good and valuable consideration, the parties hereby agree as follows:

1. Recitals: The foregoing Recitals, each being true, are made a part of this Agreement by reference.

2. Terms: The County hereby rents and leases from Etowah, and Etowah hereby rents and leases to the County, the following described property (hereinafter referred to as "the Leased Property").

SEE EXHIBIT "A"

(Property Located at the Northwest Corner of Highway 9 and 318, Dawson County, Georgia and Consisting of Approximately 1,155 Acres)

The Leased Property shall be used in connection with spray fields to service the existing sewage facility and system owned by Etowah Water and Sewer Authority and leased to Dawson County. Etowah is hereby granted a license to enter on, over, upon, across, through, and under the Leased Property for the purpose of constructing the spray irrigation system and discharging the effluent on the Leased Property. The County or any assignee may relocate, redesign, and/or expand the spray irrigation system at the sole cost and expense of the County or any assignee as long as any such change allows Etowah to operate the spray fields in accord with local, state, and federal

regulations and statutes.

This agreement shall commence upon execution and shall end no later than the 25 day of Jan, 2001, which is 2 years from the date of execution of a certain loan between Etowah Water and Sewer Authority and 1st Community Bank of Dawsonville (Lender).

The County agrees to pay Etowah, its successors or assigns, promptly as follows: (1) periodic payments shall be the periodic amount owed by Etowah in accord with the agreement between Etowah and the Lender, and (2) the maximum principal amount of \$6,778,533.50 (\$5,500.00 per acre) payable in accord with the attached schedule or any amendment to the attached schedule that results from an amortization schedule achieved between the Lender and Etowah as long as such payment schedule is permissible in accord with the Georgia Constitution and O.C.G.A. Section 36-60-13 if such statute is deemed to apply to this Agreement. Upon failure of the County to pay same when due, Etowah shall have the right at its option to declare this agreement void, cancel same, and without any legal proceeding re-enter into possession of the property. If Etowah becomes a private entity, then, in such event, Etowah or its assigns shall reimburse Dawson County for any tax revenue paid to Etowah in accord with the terms of this agreement. If Etowah declares the agreement void or cancels same for any reason other than a breach of the agreement by the County, then Etowah agrees to hold the County harmless for any additional payment required by this agreement.

These rights of Etowah are cumulative and not restrictive of any other rights under the law and the failure on the part of Etowah to avail itself of these privileges at any particular time shall not constitute a waiver of these rights.

Further, the parties mutually agree as follows:

(a) The County shall make no modifications, repairs, alterations, additions, replacements, or substitutions, nor shall the County take any action regarding the leased property without specific

written permission of Etowah. Etowah shall have the right at any time to enter upon the premises where the Leased Property is located in order to remove property therefrom or to otherwise protect Etowah's interest, and the County shall cooperate by assisting Etowah to accomplish same. Etowah shall be solely responsible for maintenance and upkeep of the Leased Property. Etowah shall repair at its own expense any damage to said Leased Property, unless such damage is caused by a third party for which Etowah shall be entitled to seek reimbursement.

(b) Etowah shall at all times retain title to the Leased Property unless the Leased Property or any portion thereof is conveyed to the County or to another third-party with the express approval of the County. The County shall not change nor remove any insignia or sign that is on the Leased Property at the time of delivery or that is thereafter placed thereon indicating Etowah's ownership of the Leased Property. As long as Etowah owns the Leased Property, Etowah may affix to any equipment located upon the Leased Property in a prominent place labels, plates, or other markings supplied by Etowah stating that the Leased Property is owned by Etowah.

The County shall not mortgage, create a security interest in, nor encumber this agreement sublet the Leased Property, or pledge, loan, sublet, or create a security interest in the Leased Property while under this agreement nor in any other manner attempt to dispose of the Leased Property nor permit any liens or legal process to be incurred or levied thereon without express permission of Etowah as long as this agreement is in effect. All documents of title and evidence of delivery shall be delivered to Etowah.

The County and Etowah may cause this agreement to be filed, recorded, refiled, rerecorded, or financing statements to be filed as permitted or required by law.

The County shall protect and defend Etowah's title and shall keep the Leased Property from any legal process and/or encumbrances whatsoever, including liens, taxes, levies and executions, and the County shall give Etowah immediate notice thereof if any such event occurs and shall

indemnify Etowah for any loss by the failure of the County to take action as provided herein.

(c) If the County fails to pay any installment within ten days after the installment becomes due or fails to perform or observe all covenants or conditions of this agreement on the County's part to be performed or observed or if the County makes an assignment whereby the Leased Property is attempted to be occupied or taken without Etowah's express approval then Etowah shall have the right to terminate this agreement, without notice, and to re-enter the premises and take immediate possession of the Leased Property.

(d) If the County breaches this agreement, then the County shall remain liable to Etowah for liquidated damages in an amount equal to the installment payments hereunder for the unexpired portion of the term. The parties hereto hereby acknowledge that the provision herein providing for liquidated damages is a reasonable estimate of the loss that Etowah will suffer as a result of any breach of this agreement and that the intent of this paragraph is not to impose a penalty upon the County for breaching this agreement, but is to provide for damages resulting from any breach.

(e) The County may prepay the total sum owed or any portion thereof without penalty.

(f) Upon payment of the total amount of the financing between Etowah and the Lender, with the maximum amount being \$6,778,533.00 Dollars (\$5,500.00 per acre), the County shall return all of the remaining Leased Property to Etowah, except any portion of the Leased Property that is transferred to the County hereafter for the County to use for public purposes including, but not limited to, a park. The parties hereto hereby acknowledge that the County contemplates obtaining a portion of the Leased Property for a park at the time of this agreement.

3. Funding: In order to fund obtaining and maintaining sufficient spray fields to service the existing sewage facility and system and in order to fund this intergovernmental contract and agreement, the County has agreed to pay Etowah the sum stated in paragraph 2. All proceeds received by Etowah from the County in connection with this agreement shall be placed in a special account for

disbursement to the Lender and shall apply only to that certain loan between Etowah and _____ (Lender), which is known as Etowah Water and Sewer Authority Spray Field Purchase Loan.

4. Transfer of Taps: Etowah hereby agrees to transfer to Dawson County one-half of all sewer taps transferred to Etowah by Sunset Holdings, Inc. in accord with that certain purchase and sale agreement dated the 4th day of December, 1998, which is attached hereto and incorporated herein by reference. Paragraph 5 of such Agreement is expressly incorporated herein by reference thereto and shall also apply to the terms hereof.

5. Profits: The parties hereto shall equally split net profits realized from the sale of the realty and other property rights described herein. The parties hereto hereby acknowledge that expenses associated with appraisals and surveys and similar studies of the Leased Property, as well as payment of earnest money for the purchase of the Leased Property and the balance of the Etowah Water and Sewer Authority Spray Field Purchase Loan, shall be deducted from gross profits and paid to the party that paid such expenses before disbursing net profits.

6. Right of Inspection: Within 30 days after written request by the County or following the end of the fiscal year established by Etowah, the first of such periods to begin in 1998 or the year following the execution of this agreement and the beginning of use of the Spray Fields referenced herein, the County shall be entitled to inspect the books and records of Etowah for the purpose of verifying the correctness of the payments made herein and the new receipts and expenses of Etowah from the preceding year. This right of inspection shall be conducted during normal business hours and shall not interfere with the daily operation of Etowah nor grant to the County general access to Etowah's books and records. In lieu of an annual inspection as described in this paragraph, Etowah may annually provide a written summary of Etowah's net receipts and expenses for the previous year.

7. Arbitration: The parties hereto agree to submit any controversy arising under this agreement to

arbitration pursuant to the provisions of O.C.G.A. §9-9-1 et seq. Such arbitration shall in all respects be governed by the provisions of the arbitration code, and the parties hereto hereby agree to comply with, and to be governed by, the provisions of said arbitration code regarding any controversy so submitted to arbitration.

8. Notices: Any notices required to be sent in accord with the provisions of this agreement shall be sent to the following addresses:

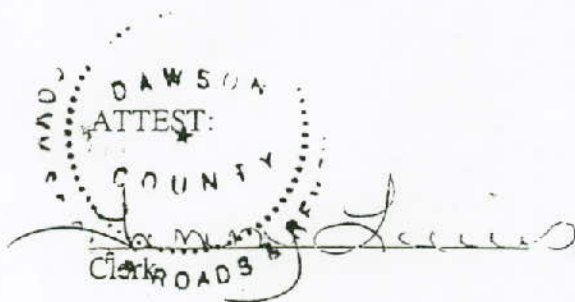
- (a) Dawson County
Chairman, Dawson County Commission
Dawson County, Georgia
P.O. Box 192
Dawsonville, Ga. 30534

- (b) Etowah Water and Sewer Authority
Chairman, Etowah Water and Sewer Authority
P.O. Box 769
Dawsonville, Ga. 30534

This agreement has been duly adopted by the Commissioners of Dawson County, Georgia on this the 2nd day of December, 1998.

Dawson County, Georgia

By: Robert Wallace
Chairman, Dawson County Commissioners



This agreement has been duly adopted by the Board of the Etowah Water and Sewer Authority on this the 4th day of December, 1998.

Etowah Water and Sewer Authority

By: Don D. Gault
Chairman, Etowah Water and Sewer Authority

ATTEST:

J. E. M. Malena

Secretary



MOTION TO APPROVE INTERGOVERNMENTAL AGREEMENT

A motion is hereby made to approve the final terms of the Intergovernmental Contract and Agreement under Article ^{IX}~~IV~~, Section III, Paragraph I of the Georgia Constitution that is attached hereto with the express stipulation that Paragraph 5 of the Agreement of Purchase and Sale between Sunset Holdings, Inc. and Etowah Water and Sewer Authority applies to such Intergovernmental Agreement.


This 2nd day of December, 1998.

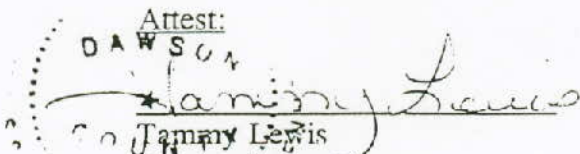
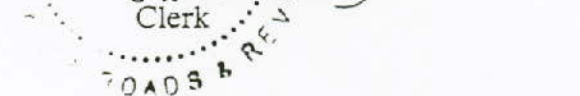
By: Tracey Phillips
Second: Cecil Bennett

Vote:

Yes	4
No	0

This 2nd day of December, 1998.


Robert Wallace
Chairman

Attest:

Jammy Lewis
Clerk


AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
UNDER ARTICLE IX, SECTION III, PARAGRAPH I OF
THE GEORGIA CONSTITUTION

Dawson County, Georgia, a body politic of a sub-division of the State of Georgia (hereinafter referred to as "Dawson County" or "County") and **Etowah Water and Sewer Authority**, a public authority of the State of Georgia (hereinafter referred to as "Etowah") hereby amend the Intergovernmental Contract and Agreement made and entered into between these parties on December 2, 1998 as follows:

On page three (3) of such agreement, the parties agreed as follows:

"This Agreement shall commence upon execution and shall end no later than the 25 day of January, 2001, which is 2 years from the date of execution of a certain loan to Etowah Water and Sewer Authority from First Community Bank of Dawsonville and any "lender". The County agrees to pay Etowah, its successors or assigns, property as follows:

- (1) Periodic payment shall be an amount equal to the periodic amount owed for Etowah in accordance with the agreement between Etowah and the lender, and the maximum principal amount of 6,798,533.00 (\$5,500.00 per acre) payable in accord with the attached schedule or any amendment to the attached schedule that results from an amortization schedule agreed to between the lender and Etowah as long as such payment schedule is permissible in accord with the Georgia Constitution and *O.C.G.A. § 36-60-13* if such statute is deemed to apply to this agreement".
- (2) The County and Etowah have carefully considered *O.C.G.A. § 36-60-13* and received legal advice regarding the applicability of such code section.

- (3) The County and Etowah hereby determine and deem that such statute does not and shall not apply to such agreement.

WHEREFORE, the language within the section of the agreement quoted herein is hereby amended and shall hereafter read as follows:

"This agreement shall commence upon execution and shall end no later than the 25 day of June, 2001, which is 2 years from the date of execution of a certain loan to Etowah Water and Sewer Authority from First Community Bank of Dawsonville and others (lenders). The County agrees to pay Etowah, its successors or assigns, property as follows:

- (1) Periodic payments shall be an amount equal to the periodic amount owed to Etowah in accord with the agreement between Etowah and the lender.
- (2) The maximum principal amount of 6,798,533.50 dollars (\$5,500.00 per acre) payable in accord with the attached schedule or any amendment to the attached schedule that results from an amortization schedule agreed to between the lender and Etowah as long as such payment schedule is permissible in accord with the Georgia Constitution."
- (3) Except as specifically amended herein, the balance of the Intergovernmental Contract and Agreement under Article IX, Section III, Paragraph I of the Georgia Constitution previously executed by the parties hereto shall remain as stated therein.

This 26 day of January, 1999.

(Signatures Continued on Next Page)

This agreement has been duly adopted by the Commission of Dawson County, Georgia
this 22nd day of January, 1999.

Robert Walbee
Dawson County, Georgia
Chairman, Dawson County Commission

ATTEST:
Janery Lewis
County Clerk
SEWER ROADS & H

This agreement has been duly adopted by the Board of the Etowah Water and Sewer
Authority this the 26th day of January, 1999.

Don D. Gordon
Etowah Water and Sewer Authority
Chairman, Etowah Water and Sewer Authority

ATTEST:
W. M. Allmon
Secretary
ETOWAH WATER AND SEWER AUTHORITY
AL

**MOTION TO APPROVE AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

A motion is hereby made to approve the attached amendment to Intergovernmental Contract and Agreement under Article IX, Section III, Paragraph I of the Georgia Constitution that is attached hereto.

This 22nd day of January, 1999.

BY: _____

VOTE:

Yes: X

No: _____

This 22nd day of January, 1999.

Robert Wallace
Robert Wallace, Chairman

ATTEST:

Tammy Lewis
Tammy Lewis, Clerk

ROADS

SECOND AMENDMENT
INTERGOVERNMENTAL AGREEMENT
UNDER ARTICLE IX, SECTION III, PARAGRAPH I
OF THE GEORGIA CONSTITUTION

Dawson County, Georgia, a body politic and a sub-division of the State of Georgia (hereinafter referred to as "Dawson County" or "County") and Etowah Water and Sewer Authority, a public authority of the State of Georgia (hereinafter referred to as "Etowah") hereby further amend the Intergovernmental Contract and Agreement made and entered into between these parties on December 12, 1998 and further amended on January 26, 1999 as follows:

The second full paragraph of the section (2) entitled "Terms" as amended by the January 26, 1999 amendment as follows:

"This Agreement shall commence upon execution and shall end no later than the 25th day of January, 2001, which is 2 years from the date of execution of a certain loan to Etowah Water and Sewer Authority from the First Community Bank of Dawsonville and others (lenders). The County agrees to pay Etowah, its successors or assigns, property as follows:

(1) Periodic payments shall be an amount equal to the periodic amount owed to Etowah in accord with the agreement between Etowah and the lender.

(2) The maximum principal amount of \$6,798,533.50 dollars (\$5,500.00 per acre) payable in accord with the attached schedule or any amendment to the attached schedule that results from an amortization schedule agreed to between the lender and Etowah as long as such payment schedule is permissible in accord with the Georgia Constitution."

WHEREFORE, the language within the section Agreement quoted herein is hereby amended and shall hereafter read as follows:

"This agreement shall commence upon execution and shall end no later than the 25th day

of January, 2001, which is 2 years from the date of the execution of a certain loan ("Loan ") to Etowah Water and Sewer Authority from the First Community Bank of Dawsonville and others ("Lenders"); PROVIDED that this Agreement shall continue in full force and effect until the Loan together with all interest, fees, costs, expenses are paid in full. The County agrees to pay Etowah, its successors and assigns promptly as follows:

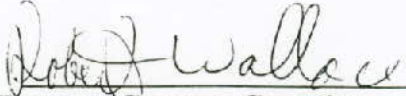
(1) Periodic payments shall be paid by the County to Etowah in such amounts and at such times as are equal to any and all amounts owed to the Lenders by Etowah in accordance with a Promissory Note dated January 26, 1999 from Etowah to the Lenders in the original principal amount of \$6,798,533.50.

(2) The maximum principal amount of \$6,798,533.50 (together with all applicable interest, fees, expenses and the like) shall be payable in accord with any schedule that results from an amortization schedule agreed to between the Lender and Etowah as long as such payment schedule is permissible in accord with the Georgia Constitution."

Except as specifically amended herein, the Intergovernmental Contract and Agreement as amended and previously executed by the parties hereto shall remain in full force and effect.

This 22nd day of Feb., 1999.

This Agreement has been duly adopted by the Commission of Dawson County, Georgia
this 22 day of February, 1999.



Dawson County, Georgia
Chairman, Dawson County Commission

ATTEST:



County Clerk

This agreement has been duly adopted by the Board of the Etowah Water and Sewer
Authority this the _____ day of _____, 1999.

Etowah Water and Sewer Authority
Chairman, Etowah Water and Sewer Authority

ATTEST:

Secretary

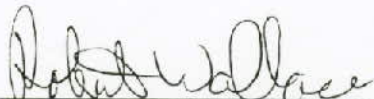
**RESOLUTION APPROVING AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

A resolution is hereby made to approve the attached amendment to Intergovernmental Contract and Agreement under Article IX, Section III, Paragraph I of the Georgia Constitution that is attached hereto.

VOTE:

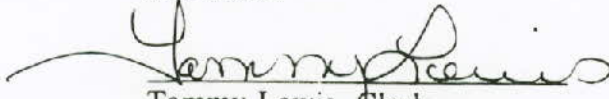
Yes: 4
No: 0

This 22 day of February, 1999.



Robert Wallace, Chairman

ATTEST:



Tammy Lewis, Clerk

INTERGOVERNMENTAL CONTRACT
BETWEEN ETOWAH WATER AND SEWER AUTHORITY
AND DAWSON COUNTY, GEORGIA

WHEREAS, Etowah Water and Sewer Authority, an authority of the State of Georgia, and Dawson County, Georgia, a political subdivision of the State of Georgia, entered into a certain Intergovernmental Contract dated as of June 1, 2002 for the construction and financing of the Series 2002 Project (hereafter referred to as "The Intergovernmental Contract") through the revenue bonds, Series 2002, in the amount of \$8,595,000.00; and,

WHEREAS, the parties hereto desire to further define their respective obligations in accord with the Intergovernmental Contract between the parties regarding the revenue bonds, Series 2002, in the amount of \$8,595,000.00.

NOW, THEREFORE, the parties hereto hereby agree as follows in consideration of the respective representations and contracts between the parties for such purpose:

1. Section 7.9 of The Intergovernmental Contract specifically references that Etowah Water and Sewer Authority agrees to own and operate the system in accordance with the terms of a certain Resolution. The parties hereto hereby consent and agree that Etowah Water and Sewer Authority hereby leases to Dawson County, Georgia and Dawson County, Georgia hereby leases from Etowah Water and Sewer Authority all gravity sewer line referenced within "Phase II - Taffer Road Interceptor Sanitary Sewer" of the official statement dated June 10, 2002 and all of the 12-inch force main referenced

within "Phase III - Basin Lift Station" of the official statement dated June 10, 2002 for a period of fifty (50) years from June 1, 2002.


2. The purpose of this agreement is to assert the intent of the parties regarding the Intergovernmental Contract and Agreement, dated as of June 1, 2002, and all other documents made a part of the \$8,595,000.00 Etowah Water and Sewer Authority Revenue Bond, Series 2002.

THIS ____ day of _____, 2006, effective as of June 1, 2002.

ATTEST:

TAMMY CLEMENT, Clerk
Board of Commissioners

MIKE BERG, Chairman
Dawson County Board of Commissioners



LINDA TOWNLEY
Etowah Water and Sewer Authority

Secretary, Etowah Water
and Sewer Authority



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #3 - 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.): _____

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.):

Dawson County - Unincorporated Area City of Dawsonville - Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Development Permitting and Inspections Service Delivery Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Development Permitting and Inspections Service Delivery Agreement	Dawson County City of Dawsonville	2008 2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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.

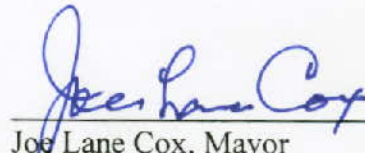
The City of Dawsonville offers Development Permitting and Inspections through the City of Dawsonville Planning and Development Department issuing development permits and performing all required inspections according to the City of Dawsonville Development Regulations and state codes. These services are performed within the incorporated areas of Dawson County.

We, the undersigned, agree that the Development Permitting and Inspections Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008



Mike Berg, Chairman
Dawson County Board of Commissioners



Joe Lane Cox, Mayor
City of Dawsonville

Attest:



Davida Simpson
County Clerk

Attest:



Kim Cornelison
City Clerk

County Seal:



City Seal:





**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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: #4 - 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.): _____

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.):

Dawson County - Unincorporated Area City of Dawsonville - Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Building Permitting and Inspections Service Delivery Agreement (attached)
Fire Protection Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Building and Permitting and Inspections Service Delivery Agreement	Dawson County City of Dawsonville	2008 2008
Fire Protection Agreement		2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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 through the Dawson County Planning and Development Department issuing building permits and performing all required inspections according to the Dawson County Building Regulations and state codes. These services are performed within the unincorporated areas of Dawson County.

The City of Dawsonville offers Building Permitting and Inspections through the City of Dawsonville Planning and Development Department issuing building permits and performing all required inspections according to the City of Dawsonville Building Regulations and state codes. These services are performed within the incorporated areas of Dawson County.


Dawson County and the City of Dawsonville agree to assist the other party with inspections upon request in emergency situations. Emergency situations may include, but are not limited to, matters of public health and safety or during periods of building inspector extended illness. It is further agreed that should Dawson County perform an inspection within the incorporated area, the County will utilize City of Dawsonville building regulations. Conversely, it is agreed that should the City of Dawsonville perform an inspection within the unincorporated area, the City will utilize Dawson County building regulations.

We, the undersigned, agree that the Building Permitting and Inspections Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008



Mike Berg, Chairman
Dawson County Board of Commissioners



Joe Lane Cox, Mayor
City of Dawsonville

Attest:


Davida Simpson
County Clerk

Attest:


Kim Cornelison
City Clerk

County Seal:



City Seal:



**AGREEMENT PERTAINING TO
FIRE PROTECTION
SERVICE DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers Fire Protection Service through the Dawson County Fire Department under terms of the L.O.S.T. Intergovernmental Agreement and the Intergovernmental Agreement for Fire Protection. These services are performed within the unincorporated areas and incorporated areas of Dawson County.

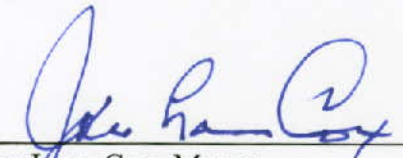
Dawson County and the City of Dawsonville agree that the Fire Marshall performs building plan reviews for the City. The City agrees to utilize the fees collected for this service to purchase equipment and/or supplies for the Fire Department. These purchases will be made in accordance with County purchasing policies and procedures.

We, the undersigned, agree that the Fire Protection Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008



Mike Berg, Chairman
Dawson County Board of Commissioners



Joe Lane Cox, Mayor
City of Dawsonville

Attest:



Davida Simpson
County Clerk

Attest:



Kim Cornelison
City Clerk

County Seal:



City Seal:





**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #5 - 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.): _____

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.):

Dawson County - Unincorporated Area City of Dawsonville -Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Soil Erosion Permitting and Enforcement Service Delivery Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Soil Erosion Permitting and Enforcement Service Delivery Agreement	Dawson County City of Dawsonville	2008 2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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 Development 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 offers Soil Erosion Permitting and Enforcement through the City of Dawsonville Planning and Development Department. Any project requiring land disturbing activities is reviewed by the Soil and Water Conservation Service and the City of Dawsonville Planning Department according to the City of Dawsonville Development 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 incorporated areas of Dawson County.

We, the undersigned, agree that the Soil Erosion Permitting and Enforcement Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008

Mike Berg

Mike Berg, Chairman
Dawson County Board of Commissioners

Joe Lane Cox

Joe Lane Cox, Mayor
City of Dawsonville

Attest:

David Simpson

David Simpson
County Clerk

Attest:

Kim H. Cornelison

Kim Cornelison
City Clerk

County Seal:



City Seal:





**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #6 - 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.): **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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	(See attached L.O.S.T. and Police Protection 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:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
L.O.S.T Agreement	Dawson County	01/01/2003 - 12/31/2012
Police Protection Agreement	City of Dawsonville	01/01/2003 - 12/31/2012

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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:

L.O.S.T. INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Dawsonville, hereinafter "City," and Dawson County, Georgia, hereinafter "County," are required by O.C.G.A. §48-8-89 et seq. to reach an agreement as to the division of revenue generated by the Local Option Sales Tax, hereinafter "L.O.S.T.";

WHEREAS, the City and the County met on both formal and informal bases on several occasions without reaching an agreement;

WHEREAS, the City and the County then followed the mandatory non-binding arbitration/ mediation procedures set forth in O.C.G.A. § 48-8-89 and conducted an arbitration/mediation session on October 30, 2002 before the Hon. William S. Goodman of Henning Mediation and Arbitration Services, Inc.;

WHEREAS, the City and the County were successful in reaching an agreement at the October 30, 2002 arbitration/mediation that has subsequently been ratified by the City Council on November 4, 2002, initially rejected by the County Commission and then later ratified by the County Commission on December 16, 2002; and

WHEREAS, as a result of said agreement, a L.O.S.T. division agreement of 86% to the County and 14% to the City has been signed by both the County and the City and properly filed with the Georgia Department of Revenue prior to the December 30, 2002 deadline.

NOW, THEREFORE, in consideration of all of the factors set forth hereinabove and other good and valuable consideration, the City and the County enter into the following Intergovernmental Agreement regarding L.O.S.T..

1.

All recitals set forth above are incorporated herein as express terms of this L.O.S.T. Intergovernmental Agreement.

2.

Effective January 1, 2003 through December 31, 2012, the Local Option Sales Tax proceeds shall be divided between the parties with the County to receive 86% of L.O.S.T. proceeds and the City to receive 14% of L.O.S.T. proceeds. The City and County shall execute all documents as may be required from time to time by the Georgia Department of Revenue related to this division of L.O.S.T. proceeds.

3.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County the sum of no less than \$120,000.00 annually, which may be increased a maximum of 7.5% annually based upon an increase in L.O.S.T. proceeds (if any, over the base total amount of \$3.5 million), for the provision of police services by the Dawson County Sheriff's Department to the City. The City's payment for police services shall be allocated by the County in the manner set forth in the Intergovernmental Agreement for Police Protection attached hereto and incorporated herein by reference.

4.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County for the provision of fire protection services by the Dawson County Fire Department the sum of \$40,000.00 annually which shall be adjusted annually based upon an increase or decrease in L.O.S.T. proceeds. The County shall provide paid staffing of Fire Station # 1 sixteen (16) hours per day, five (5) days per week and eight (8) hours per day on the

weekend plus volunteers so that the station shall be staffed at least sixteen (16) hours per day, seven (7) days per week. The City's payment for fire protection services shall be allocated by the County in the manner set forth in the Intergovernmental Agreement for Fire Protection attached hereto and incorporated herein by reference.

5.

The Police Protection Agreement and Fire Protection Agreement contained in paragraphs 3 and 4 above shall automatically renew annually through the year 2012, unless earlier terminated by either party upon ninety (90) days' written notice to the other. The maximum increase to be paid by the City to the County over the term of such agreements (10 years) shall be 25% in the aggregate. This L.O.S.T.

Intergovernmental Agreement is based upon gross L.O.S.T. proceeds of \$3.5 million for the year 2002. The City shall pay the amount owed to the County in accord with the Police Protection Agreement and the Fire Protection Agreement set forth in paragraphs 3 and 4 above within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.

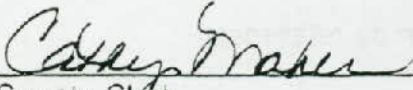
6.


The City and the County hereby establish a Communications Committee on Annexation, which initially shall consist of the City Clerk and the County Manager. The purpose of said Committee shall be to provide a flow of information between the City and the County relative to proposed annexation of land into the City. The City shall notify the County upon the filing of a petition for annexation, and the County shall notify the City of the impact, if any, of such annexation upon the cost of providing county funded services to the area proposed to annexed.

This 6th day of March, 2003.

DAWSON COUNTY

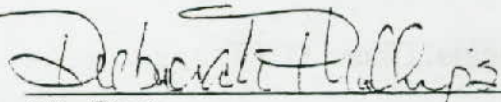
Attest

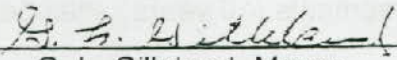

County Clerk

By: 
Don Roberts, Chairman
Dawson County Commission

CITY OF DAWSONVILLE

Attest


City Clerk

By: 
G. L. Gilleland, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE PROTECTION**

STATE OF GEORGIA

COUNTY OF DAWSON

This AGREEMENT is hereby made and entered into this 6th day of March, 2003 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 "COUNTY") for the purpose of providing law enforcement services for the residents and businesses located within the geographical confines of the CITY OF DAWSONVILLE, GEORGIA. The parties hereto hereby agree as follows:

WHEREAS, the CITY does not currently have a police department for the benefit of the residents and businesses located within the CITY, and

WHEREAS, pursuant to O.C.G.A. §36-30-7.1(b)(1)(a), municipalities may contract for certain services, including law enforcement services, in accord with Georgia law;

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

WHEREAS, the CITY desires to obtain law enforcement protection for the benefit of the residents and businesses in the CITY in excess of protection statutorily required of the sheriff's department in accord with O.C.G.A. §15-16-10(a)(9); and

WHEREAS, O.C.G.A. §15-16-13 regulates the manner in which municipalities may contract with the sheriff's department for the provision of law enforcement services; and

WHEREAS, the parties hereto have determined that the terms of this AGREEMENT serve the best interest of all parties including, but not limited to, the health, welfare, and safety

of the residents located within the geographical confines of the CITY; and

WHEREAS, the provisions of this AGREEMENT reimburse the COUNTY on a cost basis for services provided by the sheriff's department to the City in excess of those that are statutorily required.

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, and the covenants and conditions set forth herein and in consideration of the terms of this contract as a whole, the parties hereby agree as follows:

1.

TERM OF CONTRACT

This contract shall become effective on January 1, 2003 and shall continue in full force and effect through December 31, 2012, unless terminated in accord with the terms hereof.

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 twenty four (24) hours per day for the duration of this AGREEMENT;
- b) continue to provide the City Public Works Office with an inmate to assist the CITY with grass cutting and other public function related duties;
- c) provide information to the CITY regarding inspecting and upgrading city streets to meet state standards for radar detection;
- d) assist the CITY on an "as needed" basis for special events, such as the Moonshine Festival; and

- e) provide security at all CITY Council meetings and other CITY functions as requested by the CITY.

3.

COMPENSATION

In consideration for the services to be performed by the SHERIFF'S DEPARTMENT, the CITY hereby agrees to pay to the COUNTY the sum of no less than one hundred twenty thousand dollars (\$120,000.00) annually, which the parties hereto acknowledge and agree constitutes an estimated cost basis for services provided by the SHERIFF'S DEPARTMENT for the benefit of the CITY as set forth in Paragraph 2 above. Further, the parties hereto hereby agree that over the term of this contract the compensation paid by the CITY may be increased by the percentage increase of gross Local Option Sales Tax proceeds above 3.5 million dollars, but any such increase shall be limited to a maximum of 7.5% annually and 25% over the term of this contract. These payments are intended to require that the CITY reimburse the COUNTY on a cost basis for services provided by the SHERIFF'S DEPARTMENT over the term of this contract and are intended to comport with O.C.G.A. § 15-16-13. These costs include, but are not limited to, the compensation of deputy sheriffs and other personnel, the costs of funding retirement benefits, insurance, workers' compensation and other fringe benefits for the deputies and personnel, the costs of training deputies and other personnel, and the costs of equipment, materials, supplies, and utilities to the extent that such equipment, materials, supplies, and utilities are not furnished by the CITY. See City of Lithia Springs v. Turley, 241 Ga. App. 472, 526 S.E. 2d 364 (1999). The annual amount of compensation shall never be less than \$120,000.00. The CITY shall pay the annual amount owed to the COUNTY in accord with this AGREEMENT within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.

4.

OBLIGATIONS OF THE SHERIFF'S DEPARTMENT

The SHERIFF'S DEPARTMENT agrees to devote sufficient time and effort to perform the services described in this AGREEMENT. The SHERIFF'S DEPARTMENT shall supply all tools, equipment, manpower, instruments, vehicles, and other equipment required to perform the services in accord with the terms of this AGREEMENT. The SHERIFF'S DEPARTMENT and the COUNTY acknowledge that the amount paid by the CITY in accord with the terms hereof reimburses the COUNTY on a cost basis for services provided by the county sheriff as set forth in Paragraph 2 above.

5.

OBLIGATIONS OF THE CITY

The CITY hereby agrees to comply with all reasonable requests of the SHERIFF'S DEPARTMENT necessary to perform the duties of the SHERIFF'S DEPARTMENT in accord with the terms of this AGREEMENT.

6.

TERMINATION OF AGREEMENT

The CITY or the COUNTY may terminate this AGREEMENT at the end of each calendar year by providing written notice to the other party no later than October 1 of each calendar year. If this AGREEMENT is not terminated in accord with the terms thereof, then the parties hereto hereby consent and agree that the AGREEMENT shall be renewed annually beginning January 1, 2004.

7.

DEFAULT

If the SHERIFF'S DEPARTMENT defaults in the performance of the terms of this

AGREEMENT or materially breaches any of the provisions hereof, then the CITY may at its option terminate this AGREEMENT by providing written notification to the SHERIFF'S DEPARTMENT and the COUNTY, and the SHERIFF'S DEPARTMENT and the COUNTY shall be liable for any damages recovered by the CITY as a result of the SHERIFF'S DEPARTMENT failing to perform duties in accord with the terms of this AGREEMENT.

8.

ENTIRE AGREEMENT

This AGREEMENT is executed as part of and is incorporated by reference into the L.O.S.T. Intergovernmental Agreement executed by the CITY and the COUNTY contemporaneously with this AGREEMENT. Other than the L.O.S.T. Intergovernmental Agreement, this AGREEMENT supercedes any and all AGREEMENTS, both oral and written, between the parties regarding services to be rendered by the SHERIFF'S DEPARTMENT for the benefit of the CITY and contains all of the covenants and AGREEMENTS between the parties regarding such services. Each party acknowledges that no representation, inducement, promise, or AGREEMENT, written or oral, have been made by any party or by anyone acting on behalf of any party that is not embodied in this AGREEMENT or the L.O.S.T. Intergovernmental Agreement. Any modification of this AGREEMENT shall be effective only if any such modification is in writing and signed by the parties to this AGREEMENT.

9.

ADDITIONAL INSTRUMENTS

The CITY and the COUNTY, and the SHERIFF'S DEPARTMENT shall each properly and promptly endorse, execute, and deliver such documents or instruments as may be necessary to effectuate the provisions of this AGREEMENT.

10.

10.

AUTHORITY

The undersigned parties agree that each such party has the authority and permission to execute this AGREEMENT. Further, the parties hereto hereby agree and acknowledge that each of the respective entities shall be responsible for the obligations as set forth herein.

11.

DISCLOSURE AND VOLUNTARY EXECUTION

Each party hereto declares that each such party has read the foregoing AGREEMENT and that each party 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 the parts is fair and is not the result of any fraud, duress, or undue influence. Each party acknowledges that the execution of this AGREEMENT is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date set forth herein.

CITY OF DAWSONVILLE

Attest

Deborah Phillips
City Clerk

By: G. L. Gilleland
Honorable G.L. Gilleland, Mayor

DAWSON COUNTY BOARD OF COMMISSIONERS

Attest

Colby Baker
County Clerk

By: Don Roberts
Don Roberts, Chairman

[Signatures continued on next page.]

DAWSON COUNTY SHERIFF'S
DEPARTMENT

By: Billy Carlisle
Billy Carlisle, Sheriff, Dawson County
Sheriff's Department



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #7 - 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.): **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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	(See attached L.O.S.T. and Fire Protection 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:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
L.O.S.T Agreement	Dawson County and	01/01/2003 - 12/31/2012
I.G.A. Fire Protection Agreement	City of Dawsonville	01/01/2003 - 12/31/2012

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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:

L.O.S.T. INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Dawsonville, hereinafter "City," and Dawson County, Georgia, hereinafter "County," are required by O.C.G.A. §48-8-89 et seq. to reach an agreement as to the division of revenue generated by the Local Option Sales Tax, hereinafter "L.O.S.T.";

WHEREAS, the City and the County met on both formal and informal bases on several occasions without reaching an agreement;

WHEREAS, the City and the County then followed the mandatory non-binding arbitration/mediation procedures set forth in O.C.G.A. § 48-8-89 and conducted an arbitration/mediation session on October 30, 2002 before the Hon. William S. Goodman of Henning Mediation and Arbitration Services, Inc.;

WHEREAS, the City and the County were successful in reaching an agreement at the October 30, 2002 arbitration/mediation that has subsequently been ratified by the City Council on November 4, 2002, initially rejected by the County Commission and then later ratified by the County Commission on December 16, 2002; and

WHEREAS, as a result of said agreement, a L.O.S.T. division agreement of 86% to the County and 14% to the City has been signed by both the County and the City and properly filed with the Georgia Department of Revenue prior to the December 30, 2002 deadline.

NOW, THEREFORE, in consideration of all of the factors set forth hereinabove and other good and valuable consideration, the City and the County enter into the following Intergovernmental Agreement regarding L.O.S.T..

1.

All recitals set forth above are incorporated herein as express terms of this L.O.S.T. Intergovernmental Agreement.

2.

Effective January 1, 2003 through December 31, 2012, the Local Option Sales Tax proceeds shall be divided between the parties with the County to receive 86% of L.O.S.T. proceeds and the City to receive 14% of L.O.S.T. proceeds. The City and County shall execute all documents as may be required from time to time by the Georgia Department of Revenue related to this division of L.O.S.T. proceeds.

3.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County the sum of no less than \$120,000.00 annually, which may be increased a maximum of 7.5% annually based upon an increase in L.O.S.T. proceeds (if any, over the base total amount of \$3.5 million), for the provision of police services by the Dawson County Sheriff's Department to the City. The City's payment for police services shall be ~~allocated by the County in the manner set forth in the Intergovernmental Agreement for~~ Police Protection attached hereto and incorporated herein by reference.

4.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County for the provision of fire protection services by the Dawson County Fire Department the sum of \$40,000.00 annually which shall be adjusted annually based upon an increase or decrease in L.O.S.T. proceeds. The County shall provide paid staffing of Fire Station # 1 sixteen (16) hours per day, five (5) days per week and eight (8) hours per day on the

weekend plus volunteers so that the station shall be staffed at least sixteen (16) hours per day, seven (7) days per week. The City's payment for fire protection services shall be allocated by the County in the manner set forth in the Intergovernmental Agreement for Fire Protection attached hereto and incorporated herein by reference.

5.

The Police Protection Agreement and Fire Protection Agreement contained in paragraphs 3 and 4 above shall automatically renew annually through the year 2012, unless earlier terminated by either party upon ninety (90) days' written notice to the other. The maximum increase to be paid by the City to the County over the term of such agreements (10 years) shall be 25% in the aggregate. This L.O.S.T. Intergovernmental Agreement is based upon gross L.O.S.T. proceeds of \$3.5 million for the year 2002. The City shall pay the amount owed to the County in accord with the Police Protection Agreement and the Fire Protection Agreement set forth in paragraphs 3 and 4 above within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.


6.


The City and the County hereby establish a Communications Committee on Annexation, which initially shall consist of the City Clerk and the County Manager. The purpose of said Committee shall be to provide a flow of information between the City and the County relative to proposed annexation of land into the City. The City shall notify the County upon the filing of a petition for annexation, and the County shall notify the City of the impact, if any, of such annexation upon the cost of providing county funded services to the area proposed to annexed.

This 6th day of March, 2003.

DAWSON COUNTY

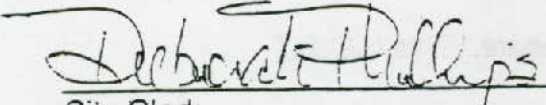
Attest


County Clerk

By: 
Don Roberts, Chairman
Dawson County Commission

CITY OF DAWSONVILLE

Attest


City Clerk

By: 
G. L. Gilleland, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR
FIRE PROTECTION**

STATE OF GEORGIA

COUNTY OF DAWSON

This Agreement is hereby made and entered into this 6th day of March, 2003 between the CITY OF DAWSONVILLE, (hereinafter referred to as "CITY"), the DAWSON COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "COUNTY"), and the DAWSON COUNTY FIRE DEPARTMENT, (hereinafter referred to as "FIRE DEPARTMENT") for the purpose of providing and maintaining fire protection for residential dwellings, commercial buildings, government buildings and other structures within the geographical confines of the CITY OF DAWSONVILLE, GEORGIA. The parties hereto hereby agree as follows:

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

WHEREAS, Georgia law permits municipalities to contract for certain services, including fire protection services; and

WHEREAS, the fire department maintains the necessary personnel, equipment, and means to provide efficient fire service protection services to the citizens of the CITY OF DAWSONVILLE; and

WHEREAS, the parties hereto have determined that this agreement serves the best interest of all parties including, but not limited to, the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY.

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the covenants and conditions set forth herein, and in consideration of the terms of this contract as a whole, the parties hereby agree as follows:

1.

TERM OF CONTRACT

This contract shall become effective on January 1, 2003 and shall continue in full force and effect through December 31, 2012, unless terminated in accord with the terms hereof.

2.

SERVICES TO BE PERFORMED BY THE FIRE DEPARTMENT

The FIRE DEPARTMENT agrees to perform the following services:

- a) furnish firefighting 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 firefighting equipment and personnel to fight any fire, disaster, or to meet an 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 an emergency that may reasonably be anticipated to any person, business, or structure located within the geographical boundaries of the CITY OF DAWSONVILLE, GEORGIA; and
- d) render other reasonable service that may be requested by the CITY in connection with firefighting or prevention.

In order to meet the terms of this paragraph, the fire department agrees to provide paid staffing at fire station number one, which is located within the geographical confines of the CITY OF DAWSONVILLE, 16 hours per day, 5 days per week and 8 hours per day on the weekend and to provide volunteers at such fire station so that fire station number one shall be staffed at least 16 hours per day, 7 days per week.

3.

COMPENSATION

In consideration for the services to be performed by the FIRE DEPARTMENT as set forth in Paragraph 2 above, the CITY hereby agrees to pay to the COUNTY the sum of forty thousand (\$40,000.00) dollars annually for fire protection services. The parties hereto further agree that such amount shall be adjusted annually based upon an increase or decrease in Local Option Sales Tax (L.O.S.T.) proceeds from 3.5 million dollars with a maximum increase of 25% over the ten year term. The parties hereto hereby consent, agree, and acknowledge that as of the date of this AGREEMENT, the gross amount of L.O.S.T. proceeds being collected equal 3.5 million dollars. The CITY shall pay the annual amount owed to the COUNTY in accord with this agreement within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.

4.

OBLIGATIONS OF THE FIRE DEPARTMENT

The FIRE DEPARTMENT hereby agrees to devote sufficient time and effort to perform the services described in this AGREEMENT. The FIRE DEPARTMENT shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services as set forth in Paragraph 2 above.

5.

OBLIGATIONS OF THE CITY

The CITY hereby agrees to comply with all reasonable requests of the FIRE DEPARTMENT necessary to permit the FIRE DEPARTMENT to perform duties in accord with the terms of this AGREEMENT.

6.

TERMINATION OF AGREEMENT

Any party may terminate this AGREEMENT at the end of each calendar year by providing written notice to the other party no later than October 1 of each calendar year. If this AGREEMENT is not terminated in accord with the terms thereof, then the parties hereto hereby consent and agree that the AGREEMENT shall be renewed annually beginning January 1, 2004.

7.

DEFAULT

If the FIRE DEPARTMENT defaults in the performance of this AGREEMENT or materially breaches any of the provisions hereof, then the CITY may at its option terminate this AGREEMENT by providing written notification to the FIRE DEPARTMENT and the COUNTY. Further, the FIRE DEPARTMENT and the COUNTY shall be liable to the CITY for any damages suffered by the CITY either directly or indirectly from the FIRE DEPARTMENT defaulting or failing to perform in accord with the terms of this AGREEMENT.

8.

ENTIRE AGREEMENT

This AGREEMENT is executed as part of and is incorporated by reference into the L.O.S.T. Intergovernmental Agreement executed by the CITY and the COUNTY contemporaneously with this AGREEMENT. Other than the L.O.S.T. Intergovernmental Agreement, this AGREEMENT supercedes any and all AGREEMENTS, both oral and written, between the parties hereto regarding the FIRE DEPARTMENT rendering services for the benefit of the CITY, and this AGREEMENT contains all of the covenants and AGREEMENTS between the parties regarding such services. Each party acknowledges that no representation, inducement, promise, or AGREEMENT (written or oral), have been made by either party or by

anyone acting on behalf of a party that is not embodied in this AGREEMENT or the L.O.S.T. Intergovernmental Agreement. Any modification of this AGREEMENT shall be effective only if any such modification is in writing and signed by the parties hereto.

9.

ADDITIONAL INSTRUMENTS

The CITY and the COUNTY and the FIRE DEPARTMENT hereby agree to properly and promptly endorse, execute, and deliver any instrument or documents necessary from time to time to effectuate the provisions of this AGREEMENT.

10.

AUTHORITY

The undersigned parties agree that each such party has the authority and permission to execute this AGREEMENT. Further, the parties hereto hereby agree and acknowledge that each of the respective entities shall be responsible for the obligations as set forth herein.

11.

DISCLOSURE AND VOLUNTARY EXECUTION

Each party hereto declares that the foregoing AGREEMENT has been read and each party declares that such party fully understands the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this AGREEMENT is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this AGREEMENT is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date set forth herein.

[Signatures continued on next page.]

CITY OF DAWSONVILLE

Attest

Deborah Phillips
City Clerk

By: G. L. Gilleland
Honorable G.L. Gilleland, Mayor

DAWSON COUNTY BOARD OF
COMMISSIONERS

Attest

Calvin G. Baker
County Clerk

By: Don Roberts
Don Roberts, Chairman

DAWSON COUNTY FIRE
DEPARTMENT

By: Billy Thurmond
Billy Thurmond, Public Safety Director



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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: #8 - Street/Road Repair & Maintenance and Street/Road 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.):

Dawson County - Unincorporated Area City of Dawsonville -Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Street/Road Repair & Maintenance and Street/Road Cleaning Service Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Street/Road Repair & Maintenance and Street/Road Cleaning Service Agreement	Dawson County City of Dawsonville	2008 2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256
Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501
 Phone number: _____ Date completed: 10/14/08

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 AND STREET/ROAD CLEANING
SERVICE DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers Street/Road Repair & Maintenance and Street/Road Cleaning through the Dawson County Public Works Department. These services are performed within the unincorporated areas of Dawson County.

The City of Dawsonville offers Street/Road Repair & Maintenance and Street/Road Cleaning through the City of Dawsonville Public Works Department. These services are performed within the incorporated areas of Dawson County.


Dawson County agrees to resurface and maintain up to a maximum of .5 miles of incorporated roads per calendar year. The City of Dawsonville agrees to reimburse Dawson County only for materials expended. The City of Dawsonville agrees to provide a list of incorporated roads to be resurfaced to the Dawson County Public Works Director by April 1 of each year until this Agreement is amended or terminated. Dawson County agrees to include those roads in its resurfacing projects and to complete resurfacing of those roads in the same calendar year. Either party may terminate this Agreement at the end of each calendar year by providing written notice to the other party no later than October 1 of each calendar year. If this agreement is not terminated in accord with the terms hereof, then the parties hereto hereby consent and agree that this Agreement shall be renewed annually beginning January 1, 2009. The terms hereof shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Dawson County or the City of Dawsonville under the terms hereof.

We, the undersigned, agree that the Street/Road Repair & Maintenance and Street/Road Cleaning Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008



Mike Berg, Chairman
Dawson County Board of Commissioners



Joe Lane Cox, Mayor
City of Dawsonville

Attest:


Davida Simpson
County Clerk

Attest:


Kim Cornelison
City Clerk

County Seal:



City Seal:





**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #9 - 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.): _____

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.):

Dawson County - Unincorporated Area City of Dawsonville - Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Storm Water Management Service Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Storm Water Management Service Agreement	Dawson County City of Dawsonville	2008 2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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 Dawson County Planning and Development Department and the Public Works Department. Storm Water Management is planned, reviewed, and inspected 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 offers Storm Water Management through the City of Dawsonville Planning and Development Department according to the City of Dawsonville Building Regulations and state codes. These services are performed within the incorporated areas of Dawson County.

We, the undersigned, agree that the Storm Water Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008




Mike Berg, Chairman
Dawson County Board of Commissioners



Joe Lane Cox, Mayor
City of Dawsonville

Attest:



Davida Simpson
County Clerk

Attest:



Kim Cornelison
City Clerk

County Seal:



City Seal:





**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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: #10 - 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.): _____

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.):

Dawson County - Unincorporated Area City of Dawsonville - Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Solid Waste Management Service Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Solid Waste Management Service Agreement	Dawson County City of Dawsonville	2008 2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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:

**DAWSON COUNTY
TEN YEAR SOLID WASTE
MANAGEMENT PLAN
2006**

**Dawson County Board of Commissioners
Public Works Division**

Dawsonville Business Park - Hwy 9 South
76 Howard Avenue East, Suite 120
Dawsonville, GA 30534

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

Dawson County offers Solid Waste Management service through the Dawson County Transfer Station located at 946 Burt Creek Road. This Transfer Station is open to residents in both unincorporated and incorporated areas of the county, and residents may use this service for a tipping fee.

The City of Dawsonville offers Solid Waste Management service through a contractual arrangement with a private company. These services are performed within the incorporated areas of Dawson County.

We, the undersigned, agree that the Solid Waste Management Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

This 14 day of October, 2008




Mike Berg, Chairman
Dawson County Board of Commissioners



Joe Lane Cox, Mayor
City of Dawsonville

Attest:


Davida Simpson
County Clerk

Attest:


Kim Cornelison
City Clerk

County Seal:



City Seal:



SECTION 1 - INTRODUCTION

SECTION 2 - BACKGROUND

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The purpose of this report is to provide information regarding the proposed workplan program for the landfill. The information provided herein is intended to assist the public in understanding the proposed program and the impact it may have on the environment and the community.

The proposed workplan program is designed to meet the requirements of the State Solid Waste Management Act. The program includes the following components: (1) a comprehensive inventory of the landfill's waste resources; (2) a detailed assessment of the landfill's disposal capacity; (3) a plan for the timely and efficient disposal of waste; and (4) a system for monitoring and reporting on the program's performance.

The proposed workplan program is designed to meet the requirements of the State Solid Waste Management Act. The program includes the following components: (1) a comprehensive inventory of the landfill's waste resources; (2) a detailed assessment of the landfill's disposal capacity; (3) a plan for the timely and efficient disposal of waste; and (4) a system for monitoring and reporting on the program's performance.

1.3 COUNTY BASIS

The County Board of Supervisors is responsible for the management and disposal of solid waste within the county. The Board has established a solid waste management program to ensure that waste is disposed of in a safe and sanitary manner. The proposed workplan program is designed to meet the requirements of the State Solid Waste Management Act and to ensure that the county's waste management program is in compliance with the Act.

The County Board of Supervisors is responsible for the management and disposal of solid waste within the county. The Board has established a solid waste management program to ensure that waste is disposed of in a safe and sanitary manner. The proposed workplan program is designed to meet the requirements of the State Solid Waste Management Act and to ensure that the county's waste management program is in compliance with the Act.

SECTION 1 – INTRODUCTION

1.1 BACKGROUND

In 1990, the State of Georgia passed the Georgia Comprehensive Solid Waste Management Act. It established a vital relationship between solid waste planning, reporting, and permitting. The State of Georgia felt that solid waste management planning was essential to prevent environmental degradation, to manage resources, and to effectively reduce and manage solid waste.

The Act requires that in order to receive a permit, grant, or loan for a solid waste management facility, an entity (i.e. city or county) must develop or be included in a comprehensive solid waste management plan. The State of Georgia feels that education and encouragement of solid waste handlers and carriers is the only way to reduce and minimize to the greatest extent possible the amount of solid waste currently being collected. This education may include source reduction, reuse, composting, recycling, and any other applicable methods.

Each plan must demonstrate the following four items: (1) Entity's ability to adequately collect and dispose of the projected solid waste for the next ten years; (2) Demonstrate how the community proposes to progress towards the State wide goal of reducing the amount of solid waste received annually by 25%; (3) Locate all solid waste handling facilities stating size and type; and (4) Identify those land areas unsuitable for solid waste facilities based on environmental and land use characteristics.

In 1993, Dawson County adopted a Ten Year Solid Waste Management Plan. The following report, an update to that plan, covers the 12 year period from 2006 to 2018. DCA has extended the deadline for comprehensive plan submittal to 2008. Therefore, this plan has been updated to match the expiration date of the 2008 comprehensive plan.

1.2 COUNTY BASICS

Dawson County is located in north Georgia, with an approximate land area of 211 square miles. It is surrounded by Gilmer County to the north, Pickens and Cherokee Counties to the west, Forsyth County to the south and Lumpkin and Hall Counties to the east. The county seat is the City of Dawsonville, the only city incorporated in Dawson County.

Dawson County is part of a fast growing region north of Atlanta. The County's population has doubled between 1990 and 2005. The main employer in Dawson County is the North Georgia Premium Outlets employing between 1,000-1,200 depending on the season. The Outlets attracted an estimated 5 million customers in 2005. Other large employers include Nordson Corporation, Gold Creek Foods and the Dawson County Board of Education.

SECTION 1 – INTRODUCTION

1.3 CONTACT INFORMATION

Any questions or comments regarding the ten year solid waste plan should be directed to Mr. Randy Bowen. He can be contacted at rbowen@dawsoncounty.org. His mailing address and telephone number is:

Dawson County Board of Commissioners
Dawsonville Business Park – Hwy 9 South
76 Howard Avenue East,
Suite 120
Dawsonville, Georgia 30534
706-344-3501.

SECTION 2 – WASTE STREAM ELEMENT

2.1 QUANTIFICATION OF WASTE

In 2005 Dawson County generated approximately 23,500 tons of solid waste. Of the 23,500 tons of waste, 14,955 tons were disposed at MSW landfills and 8,545 tons were disposed at construction and demolition (C&D) landfills. Based on the 2005 population, solid waste is generated at 1.2 tons per person per year. This ratio was used to generate the following table, which shows the projected amount of solid waste, in tonnage, that will be generated in the County for the next ten years.

TABLE 2.1.1 – DAWSON COUNTY PROJECTED WASTE DISPOSAL

YEAR	POPULATION	TONS PER YEAR
2000	15,999	-----
2005	19,731	23,501
2006	20,421	24,505
2007	21,136	25,363
2008	21,876	26,251
2009	22,641	27,169
2010	23,464	28,159
2011	24,355	29,226
2012	25,281	30,337
2013	26,241	31,488
2014	27,239	32,687
2015	28,428	34,117
2016	29,565	35,478

Source: The above population figures were compiled from the Dawson County Comprehensive Plan 2026.

The above figures assume no waste reduction beyond what is currently practiced.

2.2 WASTE SOURCES

Waste sources can be broken down into three categories in Dawson County. The first category is waste from communities. Waste from Dawsonville and other small subdivisions in Dawson County is considered in this category. Waste in this category is mainly residential and is collected by private hauling companies and taken either to a transfer station or directly to the landfill.

The second waste stream is rural residential. This is waste generated by people living outside of Dawsonville in rural areas with no collection operations. Residents in this area are expected to drop off their garbage at one of the two transfer stations in the county. This category represents the biggest challenge for Dawson County. In areas without collection operations and insufficient green boxes, the risk of illegal dumping is increased.

SECTION 2 – WASTE STREAM ELEMENT

The third waste stream is commercial waste. Commercial waste is handled through private haulers. Each company has a separate contract with their private hauler of choice. Waste from this stream includes municipal solid waste as well as most of the C&D waste. Commercial waste, including C&D waste, makes up the largest of the three categories.

2.3 DISPOSED WASTE CHARACTERIZATION

The major break down of waste characterization is paper, plastic, glass, metal, organics, C&D, and inorganics. Figure 2.3.1 depicts, by percentages, the waste characterization of Dawson County.

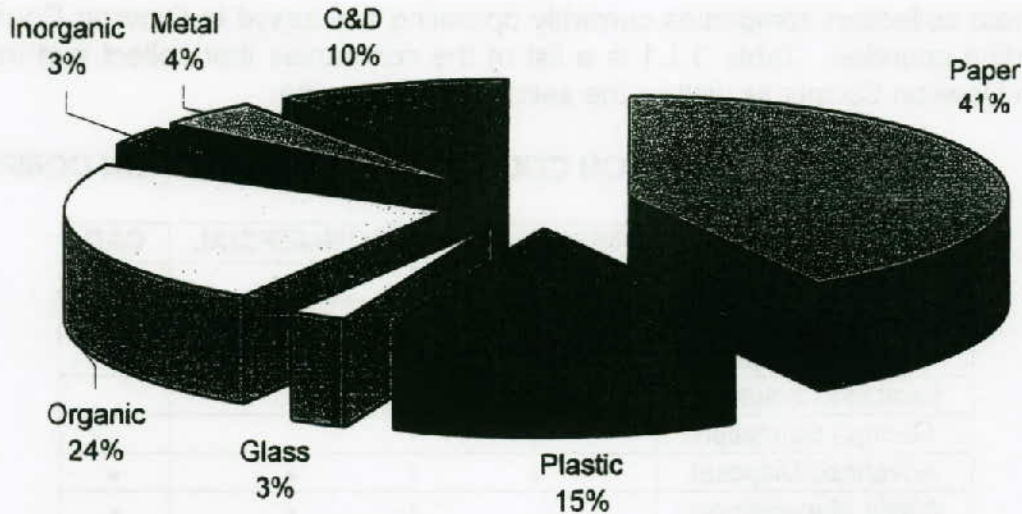


FIGURE 2.3.1 – SOLID WASTE COMPOSITION

Source: Georgia Department of Community Affairs Georgia Statewide Waste Characterization Study – Figure F2.

3.1 SOLID WASTE COLLECTION

Dawson County does not provide any type of solid waste collection service. Collection service is however provided by private haulers by contract with individual residencies and businesses. Citizens who do not have a collection service can drop off their waste at the County run transfer station or the private transfer station in the county.

The City of Dawsonville contracts with Advanced Disposal for residential solid waste collection. Those who have their waste collected incur an additional charge on their monthly water bill to cover collection. The use of Advanced Disposal's service is optional among citizens of Dawsonville. Currently there are approximately 350 clients using Advanced Disposal's services and according to city officials the number of residencies using these services is steadily increasing. Businesses within Dawsonville maintain private contracts with various disposal companies.

The private collection companies currently operating are based in Dawson County and surrounding counties. Table 3.1.1 is a list of the companies that collect and transport waste in Dawson County as well as the services they provide.

TABLE 3.1.1 – DAWSON COUNTY WASTE COLLECTION COMPANIES

COMPANY	RESIDENTIAL	COMMERCIAL	C&D
AAA Sanitation	•	•	
Evans Garbage	•		
B-A Garbage	•		
Sanitation Solutions	•		
Georgia Sanitation	•		
Advanced Disposal	•	•	•
Waste Management		•	•

Companies listed are known entities; there may be other companies that are not listed.

3.2 SOLID WASTE DISPOSAL & RECYCLING CENTERS

Dawson County does not own or operate any open landfills. The County currently operates a transfer station which allows residents to drop off their waste for a small fee. There is also a private solid waste transfer station run by 400 Waste Services, which is where the private haulers in the County deposit their collected solid waste.

Waste gathered at the County run transfer station is transported to Eagle Point Landfill in Forsyth County by 400 Waste Services. Approximately 2,028 tons of waste were collected at the County transfer station and disposed of at Eagle Point Landfill in 2005. All of the waste collected at 400 Waste Services' private transfer station is also transported to Eagle Point Landfill. Approximately 7,500 tons of waste was transported from the private transfer station to Eagle Point Landfill in 2005.

The rest of the waste in Dawson County is handled by private haulers. A majority of the private haulers collecting waste from Dawson County also collect in surrounding counties and make use of transfer stations and landfills in those surrounding counties. Advanced Disposal, which collects waste from a large number of commercial clients as well as some residences, also operates Eagle Point Landfill and therefore does not utilize one of the transfer stations. Figure 3.2.1 details the amounts of MSW from Dawson Co. disposed at landfills in the region.

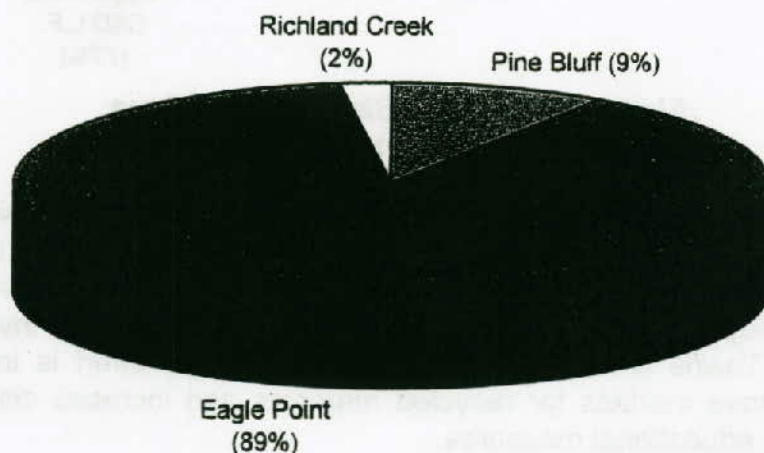


Figure 3.2.1 – MSW Disposal Locations

Nearly all waste generated in the county is disposed of at Eagle Point Landfill in Forsyth county with a small percentage of waste transported to Pine Bluff Landfill in Cherokee County and to Richland Creek in Gwinnett County by the private haulers.

Eagle Point Landfill is located on the border of Dawson and Forsyth County, and is the closest landfill to Dawson County. Dawson County has a hosting fee agreement with Eagle Point Landfill reducing the cost of waste disposal. The reduced cost and geographic location of Eagle Point Landfill combined with Advanced Disposal's large commercial operation are three reasons for most of Dawson County's waste being disposed at this location.

Due to the rapid growth of Dawson County and the entire Georgia mountains region, C&D waste makes up a large part of the waste stream in Dawson County. C&D waste is not handled by the County's transfer station and is typically handled by private haulers. Figure 3.2.2 details the disposal locations of C&D waste generated in Dawson County.

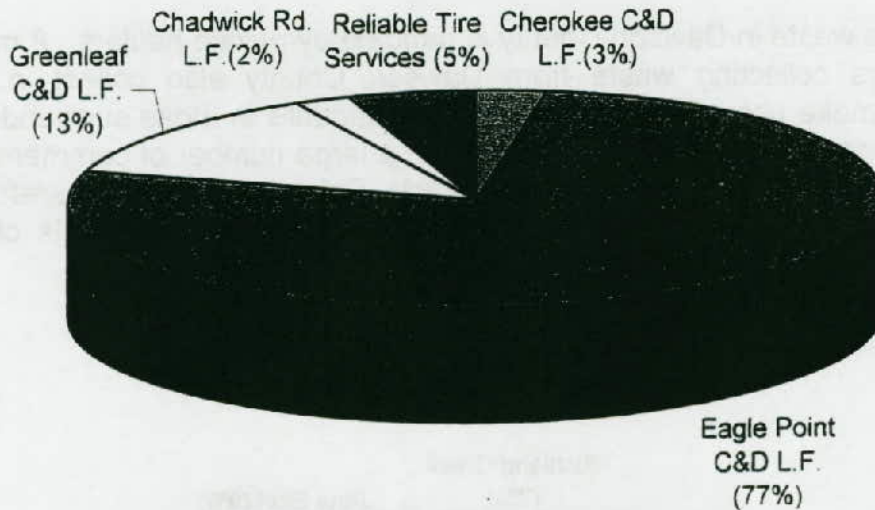


Figure 3.2.2 – C&D Disposal Locations

Note: Eagle Point operates both a C&D and MSW landfill.

The County operates one manned recycling/collection center where residents can bring their recyclable material free of charge. In 2005, the Dawson County recycling center received approximately of 960 tons of scrap metal, 210 tons of cardboard, and 120 tons of plastic. This recycling center is part of a regional recycling effort involving Dawson, Lumpkin, Union, Towns & Banks Counties. The regional effort is intended to pool resources to improve markets for recycled materials and increase citizen awareness through additional educational measures.

The City of Dawsonville contracts with SP Recycling for recycling of newspaper and magazines. Pickup locations are located throughout the city. The amount of newspaper recycled through Dawsonville's program is approximately 6.3 tons/year and magazines are about 1.8 tons/year. Dawsonville citizens wanting to recycle other materials can do so at the county recycling center.

3.3 REMAINING CAPACITY

Dawson County hauls its collected solid waste to the Eagle Point Landfill in Forsyth County from its transfer station in Dawson County. According to Eagle Point's Landfill's remaining capacity report the landfill has a remaining capacity life of 28 years. This landfill, therefore, can remain operational with no expansion until December 2034. A capacity assurance letter from Eagle Point landfill guaranteeing capacity for the next ten years is attached.

Pine Bluff Landfill in Cherokee County also receives a small portion of the Dawson County waste stream from the private haulers. According to Pine Bluff Landfill's remaining capacity report, the landfill has a remaining capacity life of 35 years and could remain operational until August 2040. A capacity assurance letter from Pine Bluff Landfill guaranteeing capacity for the next ten years is attached.

3.4 SOLID WASTE COLLECTION & DISPOSAL DURING TIMES OF DISASTER

Solid Waste collected during times of disaster usually consists mostly of waste generated from downed trees and limbs during inclement weather such as hurricanes, ice storms, or tornados. County residents would be allowed to bring their yard waste from times of disaster to this central location. Once the majority of the debris has been collected, the County can do one of two things. The first option is to grind or chip the collected yard debris and use it as a soil amendment. The second option is to request a burn permit from EPD.

3.5 DISRUPTION OF COLLECTION AND/OR DISPOSAL SERVICES

Should there be a disruption in collection services provided by private haulers, it would be the responsibility of the private collection service to provide alternate collection modes or the resident could haul their solid waste to the transfer station and their recyclables to the recycling center. In addition, the County will keep an alternate list of private haulers should citizens call with complaints about collection disruptions.

Should the Eagle Point Landfill or Pine Bluff Landfill become unable to accept the solid waste collected at the Dawson County transfer station, the County could negotiate disposal of the solid waste at another nearby landfill. Other landfills are located in Hall, Banks and Gwinnett County. The Georgia Solid Waste Management Plan indicates that the Georgia Mountains Regional Development Center area has one of the highest remaining landfill capacity in the State, thus assuring that capacity to accept solid waste exists within the region. Figure 3.5.1 indicates the available MSW and C&D landfills in the region.

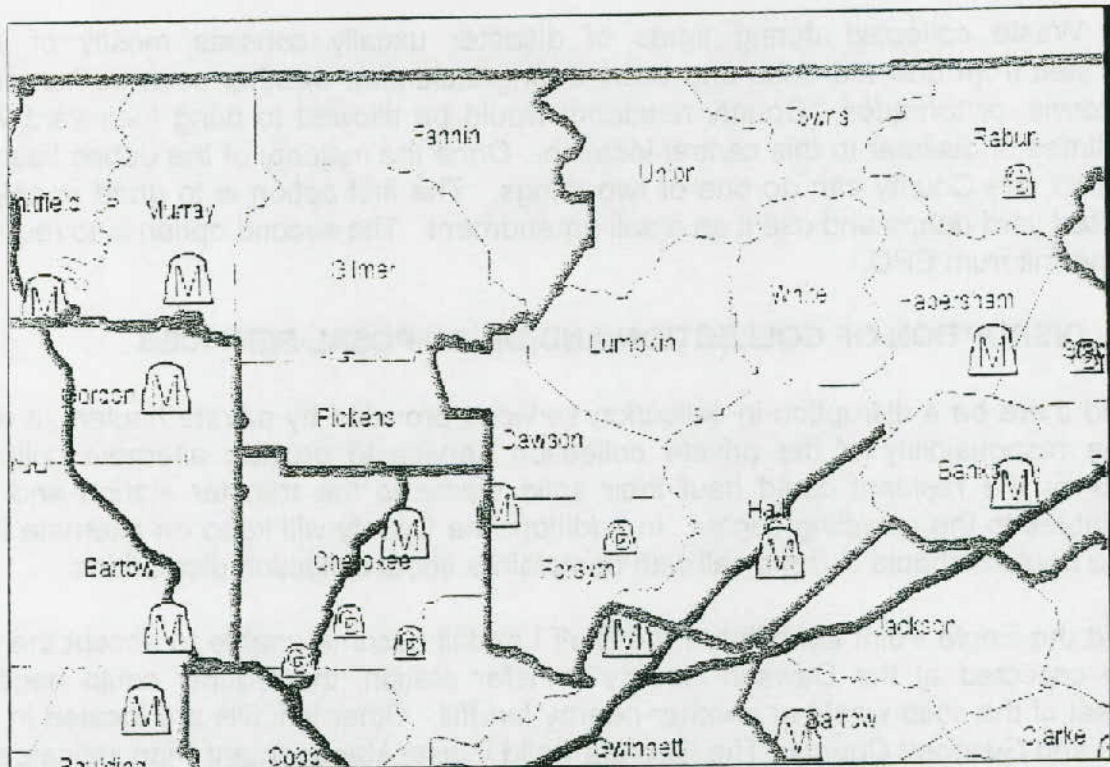


Figure 3.5.1 – Location of Available Landfills

Source: Georgia Department of Community Affairs, Office of Environmental Management and Georgia Environmental Protection Division, February 2004

4.1 RECYCLING FACILITIES

Dawson County currently operates a recycling center for residents to drop off their recyclable items. The center is located at the transfer station. The manned recycling/collection centers allows residents to bring their recyclable material and their household waste free of charge. The County currently offers recycling for the following items: cardboard, plastics, and scrap metal.

The City of Dawsonville offers its citizens a recycling program with pickup locations throughout the city. The City offers recycling of newspaper and magazines through SP Recycling.

4.2 EDUCATION PROGRAMS

In order to successfully reduce the amount of solid waste being generated by county residents, the education of these residents in the areas of natural resources, conservation, and the benefits of recycling is very important. Keep Dawson Beautiful (KDB), an education organization, has been active in the County since January 2003. KDB provides speakers to local schools and civic organizations as well as providing literature on solid waste issues. KDB is an affiliate of the statewide program, Keep Georgia Beautiful.

KDB is responsible for promoting the following issues:

1. The reuse of appliances, furniture, and clothing is becoming more acceptable and necessary. Reuse, rather than discard products by donating, reselling, or swapping products, appliances, clothing, etc., whenever possible. Churches, thrift shops, and consignment houses are all good alternatives for donating/selling reusable goods instead of placing them in the landfill.
2. Educate the public about product design/packing to reduce the purchase of materials that cannot be recycled or that are wasteful in our market. Encourage consumers and businesses to reduce the amount of waste through more conscientious purchasing and use of products with increased product life and/or reusability.
3. Recognition Awards to schools, government, civic organizations, and businesses that are involved in or initiate recycling and waste reduction efforts.
4. Public education programs for source reduction through posters, media campaigns, weekly newspaper columns and radio announcements.

SECTION 6 – CONCLUSIONS AND RECOMMENDATIONS

5.1 WATER RESOURCES

EPD requires that a new solid waste landfill must have synthetic liners and leachate collection systems if it is located within any of the following areas: a small watershed, groundwater recharge areas, and/or adjacent to wetlands as defined by the United States Army Corps of Engineers. In addition, the EPD prohibits the construction of new solid waste landfills within protected river corridors or within the limits of the 100 year flood plain that restricts the flow of a 100 year flood, reduces the temporary water storage capacity of the floodplain, or results in a washout of the existing landfill. Please see Figure 5.1.1 – Environmental Planning Criteria.

One significant groundwater recharge area, as designated by the Hydrogeologic Atlas 18 published by the Georgia Geologic Survey, is located on the southern border of the County. It consists of a crystalline rock overlain by a thick weathered zone, saprolite, which is relatively porous, coupled with a low slope. According to EPD's *Criteria for Performing Site Acceptability Studies for Solid Waste Landfills in Georgia*, municipal solid waste landfills shall not be sited within two miles of a significant groundwater recharge area unless the landfill has a liner and a leachate collection system.

5.2 GEOLOGIC LIMITATIONS

Dawson County is located in the Appalachian Highlands. The northwest corner of the county is located in the Blue Ridge Mountains District of the Southern Blue Ridge Province. The southern section of the county is located in the Upland Georgia Subsection of the Southern Piedmont Province.

In Dawson County, the Blue Ridge Mountains District is a mass of rugged mountains and ridges ranging in elevation from 3000 to 3500 feet. The differing rates of erosion have produced valleys from 1500 to 2000 feet below the adjacent summits. The southern boundary of the District makes contact with the Piedmont Province (Dahlonaga Upland District) at an elevation of about 1700 feet. The boundary has a NE-SW trend which reflects the general trend of the districts within the Upland Georgia Subsection of the Piedmont Province.

The central section of Dawson County is located in the Dahlonaga Upland District. This District is characterized by hills with surface elevations of 1200 feet and stream valleys approximately 200 to 300 feet below the adjacent surface. The southeastern boundary of this District is formed by the low, linear, parallel ridges of the Hightower-Jasper Ridges District.

SECTION 6 – CONCLUSIONS AND RECOMMENDATIONS

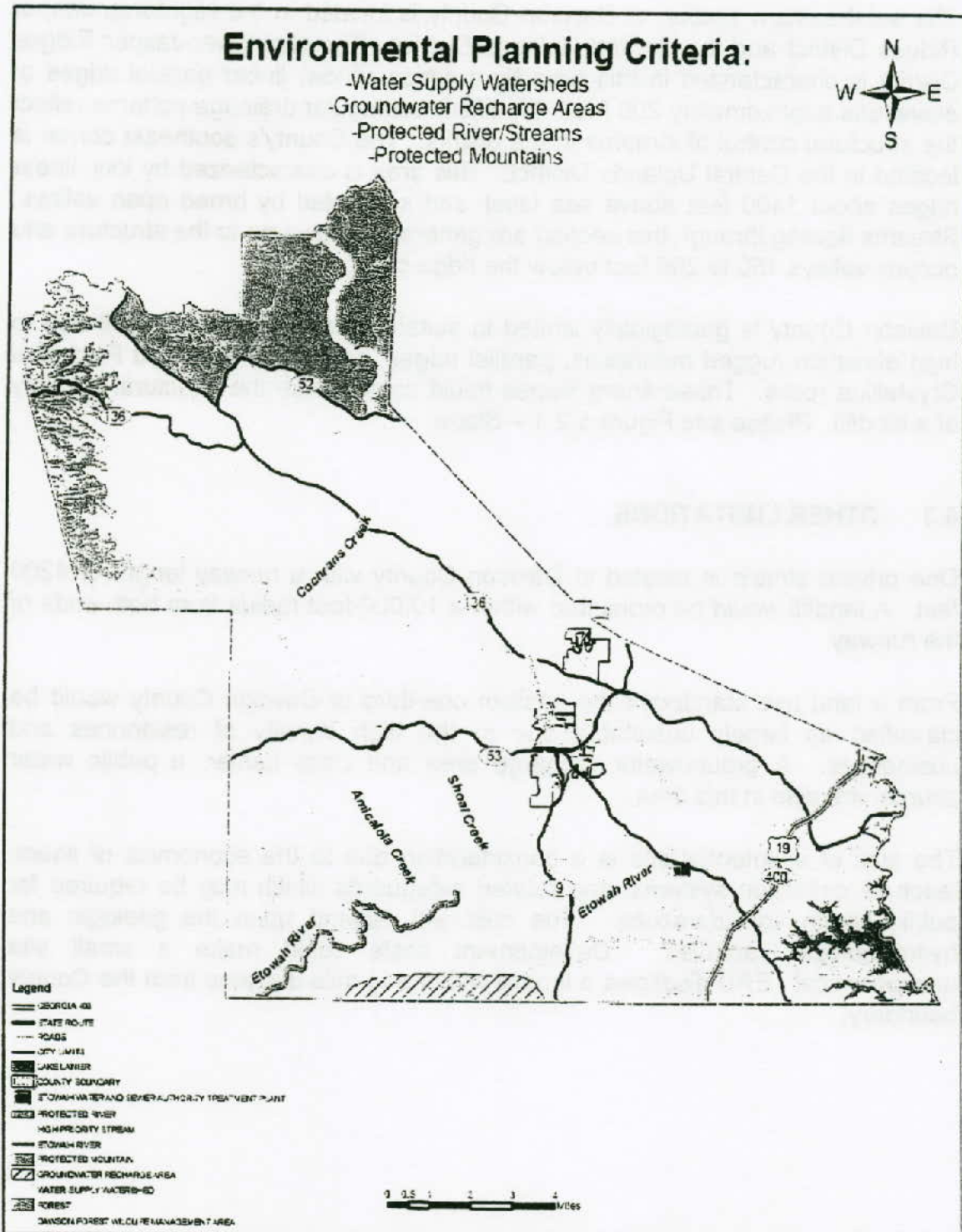


Figure 5.1.1 – Environmental Planning Criteria
From the Dawson County Comprehensive Plan 2006-2026

SECTION 6 – CONCLUSIONS AND RECOMMENDATIONS

The southeastern section of Dawson County is located in the Hightower-Jasper Ridges District and the Central Uplands District. The Hightower-Jasper Ridges District is characterized in this area by a series of low, linear parallel ridges of elevations approximately 200 feet. Modified rectangular drainage patterns reflect the structural control of streams in the district. The County's southeast corner is located in the Central Uplands District. This area is characterized by low, linear ridges about 1400 feet above sea level, and separated by broad open valleys. Streams flowing through this section are generally transverse to the structure and occupy valleys 150 to 200 feet below the ridge crest.

Dawson County is geologically limited in suitable areas to site a landfill due to high elevation rugged mountains, parallel ridges, and Blue Ridge and Piedmont Crystalline rocks. These sharp slopes could compromise the structural integrity of a landfill. Please see Figure 5.2.1 – Slope.

5.3 OTHER LIMITATIONS

One private airstrip is located in Dawson County with a runway length of 4200 feet. A landfill would be prohibited within a 10,000-foot radius from both ends of the runway.

From a land use standpoint the eastern one-third of Dawson County would be classified as largely unsuitable due to the high density of residences and businesses. A groundwater recharge area and Lake Lanier, a public water source, are also in this area.

The size of a potential site is a consideration due to the economics of liners, leachate collection systems, and related safeguards which may be required for public health considerations. The cost will depend upon the geologic and hydrogeologic variables. Development costs could make a small site uneconomical. EPD disallows a landfill within a ½ mile distance from the County boundary.

SECTION 6 – CONCLUSIONS AND RECOMMENDATIONS

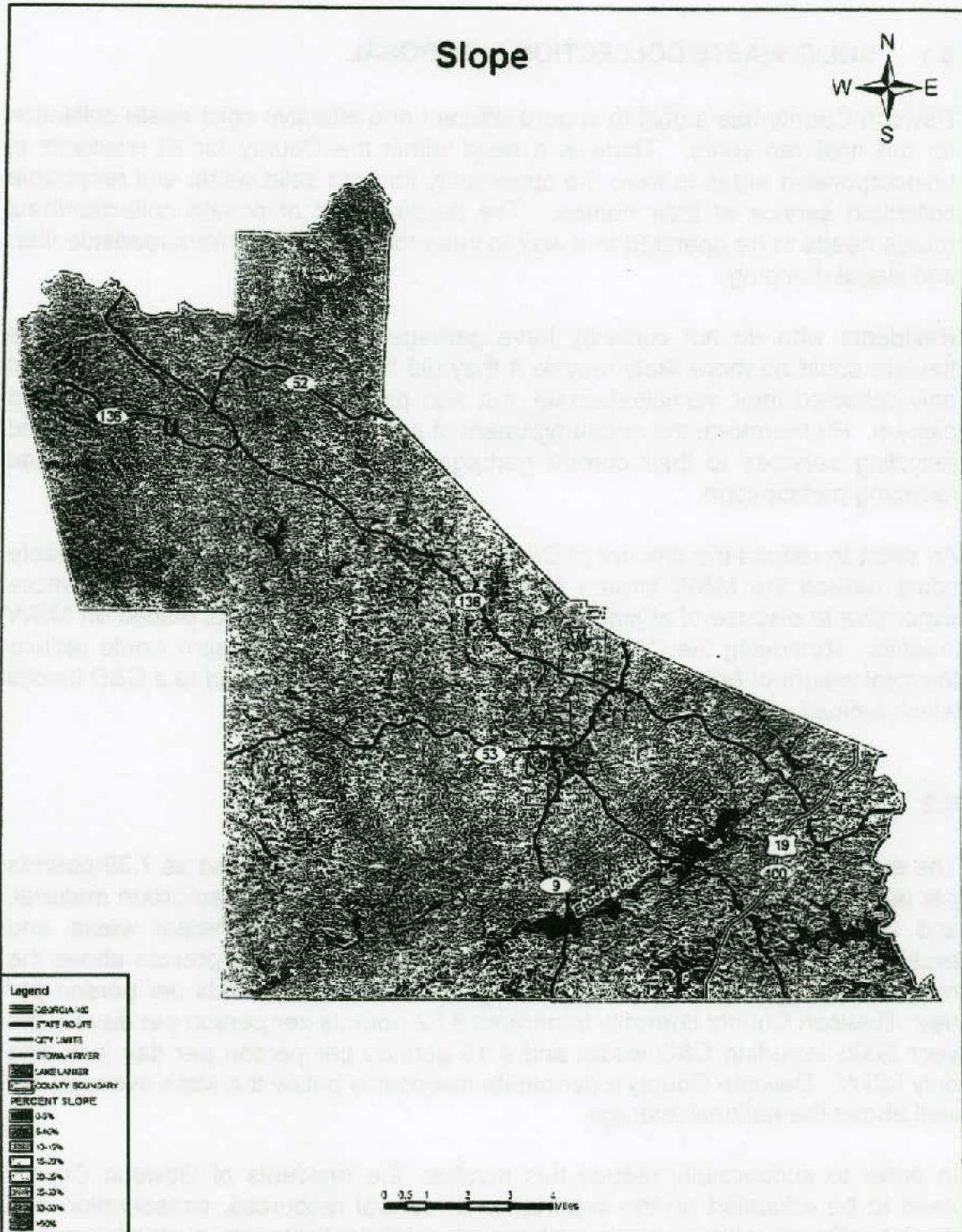


Figure 5.2.1 – Slope Map
From the Dawson County Comprehensive Plan 2006-2026

SECTION 6 – CONCLUSIONS AND RECOMMENDATIONS

6.1 SOLID WASTE COLLECTION & DISPOSAL

Dawson County has a goal to ensure efficient and effective solid waste collection for the next ten years. There is a need within the County for all residents in unincorporated areas to have the opportunity for both solid waste and recyclable collection service at their homes. The development of private collection/haul routes needs to be operated in a way to keep the County free from roadside litter and illegal dumping.

Residents who do not currently have garbage collection service from private haulers could be more likely recycle if they did have a collection service that not only collected their municipal waste, but also provided recycling separation and pick-up. Furthermore, the encouragement of current collection companies to add recycling services to their current garbage collection services would increase recycling participation.

An effort to reduce the amount of C&D waste mixed in with municipal solid waste could reduce the MSW stream and save money. MSW is traditionally more expensive to dispose of at landfills due to the strict requirements placed on MSW landfills. Removing the C&D waste from the MSW waste stream would reduce the total weight of MSW. The C&D waste could then be diverted to a C&D landfill which typically charges less per ton than an MSW landfill.

6.2 WASTE REDUCTION

The average amount of waste disposed in Georgia was recorded as 7.39 pounds per person per day in 2004, which includes construction and demolition material, and 6.38 pounds per person per day including only municipal waste and excluding out of state waste imports. This average is several pounds above the national average waste generation of approximately 4.0 pounds per person per day. Dawson County currently generates 6.52 pounds per person per day for the year 2005 including C&D waste and 4.15 pounds per person per day including only MSW. Dawson County's per capita disposal is below the state average, yet well above the national average.

In order to successfully reduce this number, the residents of Dawson County need to be educated on the importance of natural resources, conservation and the benefits of reduce, reuse and recycle. While there are currently various education programs offered through schools, churches, etc., these programs need to be expanded and refined in order to reach more residents. Increasing awareness will help the county achieve 25% reduction in solid waste disposal. Increasing the variety of items that can be collected at the recycling center would increase quantities recycled. Currently only cardboard, plastics and scrap metal

SECTION 6 – CONCLUSIONS AND RECOMMENDATIONS

are accepted. Other materials that could be accepted include appliances, car batteries, motor oil, scrap tires and glass.

Another area that should be explored to help in solid waste reduction is to create a county maintained system that would require commercial haulers, private businesses, and other solid waste facilities to report the collection locations, volumes, and types of solid waste being collected from county residents. These numbers could help in the assessment of (1) resident needs, (2) a more accurate quantification of solid waste being collected, (3) the recycling needs of county residents, and (4) the development of cost effective solid waste management. Policies and procedures will be need to be established that require commercial haulers to provide this information on an annual basis so that it may be evaluated in order determine and implement new strategies and cost effective programs.

6.3 LAND LIMITATIONS

Dawson County has a goal to insure that proposed solid waste handling facilities are located in areas suitable for such developments, are compatible with surrounding uses, and are not considered for location in areas which have been identified by the community or region as having environmental or other land development limitations.

Dawson County is committed to creating rules and procedures regarding solid waste management/handling facilities that will be reflective herein and also reflective in the Dawson County Comprehensive Plan 2026, which is currently under construction and review. The Comprehensive Plan 2026 defines distinctive protective boundaries for the County's natural resources, historic and cultural resources, and land use.

WORKPLAN PROGRAM

ELEMENT	PLANNED ACTIVITIES b)	ESTIMATED ANNUAL COSTS	FUNDING MECHANISMS
WASTE REDUCTION	<p>County – Continue running recycling center and increase awareness/ use of recycling center</p> <p>City – Continue using SP recycling and promote use of county wide system</p>	<p>\$33,000</p> <p>N/A</p>	<p>General Fund, Revenues from sales</p> <p>Dividends returned from SP Recycling</p>
COLLECTION	<p>County – Encourage use of transfer station by those without private collector</p> <p>City – Continue coordination with private hauler</p>	<p>\$326,400 a)</p> <p>\$60,000</p>	<p>Tipping fees, Host fee General fund</p> <p>Fee attached to users water bill</p>
DISPOSAL	<p>County – Continue using out of county private landfills</p> <p>City – Continue using out of county private landfills</p>	<p>Included in collection costs</p> <p>Included in collection costs</p>	<p>Tipping fees, Host fee</p> <p>Fees attached to Collection</p>
EDUCATION	<p>County – Support KDB</p> <p>City – Support KDB</p>	<p>N/A</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p>

a) efforts currently underway to reduce this cost

b) all planned annually

REFERENCES

400 Waste Disposal

(706) 216-1485

AAA Sanitation

Cleveland Hwy, Dahlonega, GA 30533

(706) 864-4860

Advanced Disposal (Eagle Point LF)

6080 Cross Roads Rd, Cumming, GA 30041

(770) 887-6063

B&A Garbage Services

269 Grizzle Rd, Dawsonville, GA 30534

(706) 265-4505

BFI-Richland Creek Landfill

5691 South Richland Creek Rd., Buford, GA 30518

(770) 271-3575

Chadwick Road Landfill Inc

13700 Chadwick Farm Blvd, Roswell, GA 30075

(770) 475-9868

Cherokee C&D Landfill

6285 Ball Ground Hwy, Ball Ground, GA 30107

(770) 479-1083

City of Dawsonville

415 Highway 53 East, Suite 100, Dawsonville, GA 30534

(706) 265-3256

Evans Garbage

27 Evans Cir, Dawsonville, GA 30534

(706) 216-4232

Georgia Department of Community Affairs

Office of Environmental Management – Joe Dunlop

60 Executive Park South, N.E., Atlanta, GA. 30329-2231

(404) 679-1598

Georgia Sanitation

1595 Peachtree Pkwy, Cumming, GA 30041

(770) 781-2636

REFERENCES

Greenleaf C & D Landfill

4512 Keith Bridge Rd, Cumming, GA 30041
(770) 888-3355

North Georgia Premium Outlet Malls

Highway 9 E, Dawsonville, GA 30534
(706) 216-3609

Reliable Tire Services / USA Waste

2336 Bolton Road, Atlanta, GA 30318
(404) 799-1047

Sanitation Solutions

1281 Old Atlanta Rd, Cumming, GA 30041
(770) 886-7323

SP Recycling

384 Maltbie St, Lawrenceville, GA 30045
(770) 995-0014

Waste Management (Pine Bluff LF)

13809 E Cherokee Dr, Ball Ground, GA
(404) 799-1047

Mr. Phil Anderson
Dawsonville Business Park - Hwy 9 South
76 Howard Avenue East, Suite 120
Dawsonville, GA 30534

RE: Pine Bluff Landfill - Capacity Assurance Letter
Permit No. 028-039D(SL)
Cherokee County

Dear Mr. Anderson,

This letter serves as a disposal capacity assurance for waste generated in Dawson County from 2007 to 2017 at Pine Bluff LE. The Georgia EPD permit number for this facility is 028-039D(SL). This assurance is based upon Dawson County disposing of approximately 1,760 tons of waste at this facility on an annual basis.

Please be advised, however, that this assurance letter does not obligate Waste Management of Atlanta (WMA) or the disposal facility to reserve this space for Dawson County, but rather indicates that at this point in time and given existing disposal rates, the Pine Bluff landfill has space available to accept solid waste from the county. Further, this assurance letter should not be construed as an endorsement or obligation for Dawson County to contract for ten (10) years of disposal capacity or collection services.

We thank the Dawson County for their business and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,
Waste Management of Atlanta



David Gibbons
Environmental Protection Manager

cc: Site Operating Record

Dawson County Landfill Volume Report

County	Facility Name	Permit Number	Status	Facility Type Description	Dominion	Year	Qtr	Source Of Waste	State	Tonnage Reported	Comments
Cherokee	Cherokee Co-Pine Bluff Landfill, Inc.	028-039D(SL)	Operating	Municipal Solid Waste Landfill	Private	04	3	Dawson Co	GA	306.39	
Cherokee	Cherokee Co-Pine Bluff Landfill, Inc.	028-039D(SL)	Operating	Municipal Solid Waste Landfill	Private	04	4	Dawson Co	GA	321.26	
Cherokee	Cherokee Co-Pine Bluff Landfill, Inc.	028-039D(SL)	Operating	Municipal Solid Waste Landfill	Private	05	1	Dawson Co ✓	GA	323.44	
Cherokee	Cherokee Co-Pine Bluff Landfill, Inc.	028-039D(SL)	Operating	Municipal Solid Waste Landfill	Private	05	2	Dawson Co ✓	GA	428.66	
Cherokee	Cherokee Construction and Demolition Landfill	028-043D(C&D)	Operating	Construction and Demolition Landfill	Private	04	3	Dawson Co	GA	138.50	
Cherokee	Cherokee Construction and Demolition Landfill	028-043D(C&D)	Operating	Construction and Demolition Landfill	Private	04	4	Dawson Co	GA	37.91	
Cherokee	Cherokee Construction and Demolition Landfill	028-043D(C&D)	Operating	Construction and Demolition Landfill	Private	05	1	Dawson Co ✓	GA	30.11	
Cherokee	Cherokee Construction and Demolition Landfill	028-043D(C&D)	Operating	Construction and Demolition Landfill	Private	05	2	Dawson Co ✓	GA	20.70	
Cherokee	Cherokee Construction and Demolition Landfill	044-042D(L)	Operating	Construction and Demolition Landfill	Private	04	4	Dawson Co	GA	32.60	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	04	3	Dawson Co	GA	1,270.96 C&D	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	04	3	Dawson Co	GA	2,335.95	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	04	4	Dawson Co	GA	1,115.16 C&D	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	04	4	Dawson Co	GA	2,402.20	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	05	1	Dawson Co ✓	GA	2,995.95	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	05	1	Dawson Co ✓	GA	1,632.32 C&D	
Cherokee	Cherokee Construction and Demolition Landfill	058-012D(MSWL)	Operating	Municipal Solid Waste Landfill	Private	05	2	Dawson Co ✓	GA	2,550.72 C&D	
Cherokee	Cherokee Construction and Demolition Landfill	058-013D(C&D)	Operating	Construction and Demolition Landfill	Private	04	3	Dawson Co	GA	5,511.14	
Cherokee	Cherokee Construction and Demolition Landfill	058-013D(C&D)	Operating	Construction and Demolition Landfill	Private	04	3	Dawson Co	GA	161.24	
Cherokee	Cherokee Construction and Demolition Landfill	058-013D(C&D)	Operating	Construction and Demolition Landfill	Private	04	4	Dawson Co	GA	302.26	
Cherokee	Cherokee Construction and Demolition Landfill	058-013D(C&D)	Operating	Construction and Demolition Landfill	Private	05	1	Dawson Co	GA	492.04	
Cherokee	Cherokee Construction and Demolition Landfill	058-013D(C&D)	Operating	Construction and Demolition Landfill	Private	05	2	Dawson Co	GA	158.33	
Cherokee	Cherokee Construction and Demolition Landfill	060-072D(L)	Operating	Construction and Demolition Landfill	Private	04	3	Dawson Co	GA	113.43	
Cherokee	Cherokee Construction and Demolition Landfill	060-072D(L)	Operating	Construction and Demolition Landfill	Private	04	4	Dawson Co	GA	35.45	
Cherokee	Cherokee Construction and Demolition Landfill	060-072D(L)	Operating	Construction and Demolition Landfill	Private	05	1	Dawson Co ✓	GA	18.67	
Cherokee	Cherokee Construction and Demolition Landfill	067-032D(SL)	Operating	Municipal Solid Waste Landfill	Private	04	3	Dawson Co	GA	10	

Account	Client	Address	Site ID	Phase	Waste Type	Material	Volume	Unit	Weight	Notes
067-032D(SL)	BFI - Richi	reek Rd (SL)	067-032D(SL)	Operating	Municipal Solid Waste Landfill	Private Commercial 04	4	Dawson Co	GA	
067-032D(SL)	BFI - Richland Creek Rd (SL)		067-032D(SL)	Operating	Municipal Solid Waste Landfill	Private Commercial 05	1	Dawson Co	GA	117.21
067-032D(SL)	BFI - Richland Creek Rd (SL)		067-032D(SL)	Operating	Municipal Solid Waste Landfill	Private Commercial 05	2	Dawson Co	GA	12.10
069-014D(C&D)	Reliable Tire Services, Monroe Dr.		069-014D(C&D)	Operating	Construction and Demolition Landfill	Private Commercial 04	3	Dawson Co	GA	34.27
069-014D(C&D)	Reliable Tire Services, Monroe Dr.		069-014D(C&D)	Operating	Construction and Demolition Landfill	Private Commercial 04	4	Dawson Co	GA	200.22
069-014D(C&D)	Reliable Tire Services, Monroe Dr.		069-014D(C&D)	Operating	Construction and Demolition Landfill	Private Commercial 05	1	Dawson Co	GA	34.27
069-014D(C&D)	Reliable Tire Services, Monroe Dr.		069-014D(C&D)	Operating	Construction and Demolition Landfill	Private Commercial 05	2	Dawson Co	GA	167.10
									Total	23,501.77
									MSW	14,955.51
									C&D	8,546.26

DAWSON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES - THURSDAY, December 21, 2006
Rock Creek Park Community Room - 6:00 p.m.

ROLL CALL: Those present were Chairman Berg; Commissioner Saling, District 1; Commissioner Craft, District 2; Commissioner King, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Anderson; County Clerk Clement and interested citizens of Dawson County.

OPENING PRESENTATION: Women's Club - Ann Bosworth

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Chairman Berg announced that a swing had been purchased to honor the years of service that Commissioner Bill Saling and Commissioner Jim King had given to Dawson County.

Chairman Berg read the following Proclamation:

PROCLAMATION

Gordon Pirkle Appreciation Day

WHEREAS: Since the days of the Cherokee Indians, Gordon Pirkle's ancestors have walked the clay pathways of Dawson County, helping mold the county's rich history; and

WHEREAS: Gordon Pirkle's great-great-great grandfather Luke Hendrix joined two partners to establish Lumpkin Campground in 1830 when the territory was still part of the Cherokee Nation. The men approached 40 people to donate \$1 each to purchase a 40-acre tract. The campground, built with the aid of the Cherokee Nation, is one of the most historic religious sites in the country. It continues today with the historic arbor surrounded by numerous family tents; and

WHEREAS: Gordon Pirkle has followed in the footsteps of his ancestors as an active leader in local business and civic ventures, earning the honor of Dawson County Leader of the Year in 1995, helping to establish charities for needy children and their families; and helping raise

thousands of dollars to help the Leukemia and Lymphoma Society find a cure for blood-related cancers; and

WHEREAS: Gordon Pirkle has served as an international ambassador for Dawson County as a stockcar racing historian, his Dawsonville Pool Room the setting for countless moments of positive national media attention. In the past several decades, media visitors have included three major networks, ESPN, newspapers and national radio. TBS aired a live broadcast from the Dawsonville Pool Room in 1987; and

WHEREAS: Dawson County's residents benefit from the funds raised by charitable organizations jumpstarted by Gordon Pirkle, and it is demonstrated that Gordon Pirkle has made invaluable contributions to our county through numerous acts of kindness and benevolence; now

THEREFORE: I, Mike Berg, Chairman of the Dawson County Board of Commissioners, do hereby proclaim December 27th as Gordon Pirkle Appreciation Day in Dawson County and encourage our residents to commend Gordon Pirkle for a lifetime of contributions of community service. Happy 70th birthday, Gordon Pirkle.

Chairman Berg presented Gordon Pirkle with the Proclamation and Mr. Pirkle thanked everyone.

Commissioner King welcomed his parents and sister to the his last Board of Commissioner's meeting.

APPROVAL OF MINUTES:

Motion passed unanimously to accept the minutes as submitted from the Regular Meeting held on December 7, 2006. Nix/Craft

ZONING

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 06-20: Andy Perry has made a request to rezone 17.82 acres of TMP 115-10 from RA (Residential Agricultural) to CHB (commercial Highway Business) in order to develop a commercial development. Plan is part of an overall plan that includes acreage in Forsyth County. Location: GA 400 North, South of Oakmont

Both Planning Staff and Planning Commission Recommended Approval with Stipulation

Chairman Berg read the zoning for ZA 06-20. The applicant, Andy Perry, stated that he would like to develop a 48,000 square foot retail space and is willing to conform to the stipulations set forth by the Planning and Development Department and the Planning Commission.

Questions from the Board included inter-parcel access, possible three lanes, curb and gutter, townhouses, detention pond and if the project had been approved by Forsyth. Alan Mendenhall spoke to the questions raised by the Board. The development will include curb and gutter, the development had not included three lanes because they would like to allow space for a tree arbor, there are no townhouses planned for use in the future, the development will not be in Forsyth County and a detention pond will be used to serve future development in the portion of property located in Forsyth County.

Chairman Berg opened the floor to anyone wishing to speak in favor of or opposition to ZA 06-20 and hearing none closed the floor. Discussion on the Board included inter-parcel access, three lanes and the land marked as track two. Mr. Mendenhall stated that they were not planning to develop track two.

Motion was made to approve ZA 06-20 with the stipulations set forth by Planning. Saling/Craft

Commissioner Nix stated that she would like to add the stipulations that track two remain undeveloped and there should be three lanes for traffic.

Motion passed by majority to add to the original motion stipulations that track two remain undeveloped and three lanes will be provided for traffic. King/Nix Commissioner Saling opposed the motion.

Motion passed by majority to approve ZA 06-20 with the stipulations set forth by Planning and the additional stipulations by Commissioner Nix. King/Nix Commissioner Saling opposed the motion.

ZA 06-23: BrumBridge LLC has made a request to rezone 39.73 acres of TMP 105-43 from RA (Residential Agricultural) to R1 (Residential Single Family Restricted) in order to develop 26-lot subdivision. Location: Grizzle Road

Both Planning Staff and Planning Commission Recommended Approval with Stipulations

Chairman Berg read the zoning for ZA 06-23. Hilton Hobby stated that he was seeking to rezone property to develop approximately 40 acres into 26 single family dwellings. Chairman Berg read the stipulation set forth by the Planning Commission: realignment of the entrance road to meet Grizzle Farm Road and a bus stop location to be identified at the entrance to the subdivision. Mr. Hilton stated that they would have to purchase additional property to align the road or get a variance from the County to allow a small offset.

Chairman Berg opened the floor to anyone wishing to speak in favor of or opposition to ZA 06-23 and seeing none closed the floor.

Commissioner Saling questioned Planning Director Tully about the Land Use Plan which states that the area is part of lakefront residential. Tully stated that the new plan would allow lot sizes of .66 acre. Chairman Berg asked Planning Director Tully where the stipulation for a bus stop came from and Tully explained that the request for that stipulation came from the Board of Education.

Motion passed unanimously to approve ZA 06-23 with the stipulations outlined. Saling/Craft

ZA 06-24: John R. Goss has made a request to rezone 3.004 acres of TMP 114-042 from CIR (Commercial Industrial Restricted) to COI (Commercial Office Institutional) in order to construct fitness center and office building. Locations: Nordson Overlook
Both Planning Staff and Planning Commission Recommended Approval with Stipulations

Chairman Berg read the zoning for ZA 06-24 and stated that John Goss had made a request to postpone the zoning hearing for ZA 06-24 for one month. Since it was advertised as a hearing, Chairman Berg asked if anyone wished to speak in favor of or opposition to ZA 06-24 and hearing none closed the floor.

Motion passed unanimously to table ZA 06-24 until the January 18, 2007 meeting. Nix/Craft

ZA 06-25: Latham Farms LLC has made a request to rezone 76.399 acres of TMP 41-12 from RA (Residential Agriculture) to R1 (Residential Single Family Restricted) in order to develop 31-lot subdivision. Location: Cowart Road
Both Planning Staff and Planning Commission Recommended Approval with Stipulations

Chairman Berg read the zoning for ZA 06-25 and asked if the applicant was present to address the Board. Stuart Teag, representing the applicant, stated that they wished to develop a 31-lot subdivision with each lot being two acres in size. The applicant does not feel that the two acre lot size would not negatively affect the County. Tom Colati, the applicant, stated that he had reviewed the Future Land Use Plan before deciding to move forward with two acre lots. Commissioner Saling pointed out that the developer was trying to minimize the impact to the creek by using shared driveways. Chairman Berg questioned the gate entrance and Mr. Colati explained that the request for a gated entrance came from the Fire Marshall and they were complying with that request.

Chairman Berg asked if anyone wished to speak in favor of or opposition to ZA 06-25 and hearing none closed the floor.

Motion passed unanimously to approve ZA 06-25 with the following stipulations: additional traffic controls must be considered as well as bus stop locations and the emergency access easement from Hubbardsville Road must be constructed to the Fire Marshall's specifications. Saling/Nix

PUBLIC HEARINGS

Ten Year Solid Waste Management Plan

Chairman Berg stated that this was the second hearing for the Ten Year Solid Waste Management Plan and asked if anyone wished to speak. Seeing none, Chairman Berg closed the hearing.

Motion passed unanimously to approve the Ten Year Solid Waste Management Plan as previously submitted. Saling/King

Financing of Courthouse Parking Lot

County Attorney Homans explained that the Board would be approving the financing of property and the land improvements needed to provide parking for the Courthouse. The County has gone through the Certificate of Participation Series (COPS) program through ACCG. The contracts were contingent upon the appraisal of the property and the appraisals were at least the amount of the purchase price. The financing was bid out and BB & T was the low bid with an interest rate of 4.25%.

Chairman Berg asked if anyone wished to speak on the Financing of Courthouse Parking Lot and seeing none closed the hearing.

Motion passed unanimously to proceed with the Financing of the Courthouse Parking Lot. King/Saling

Deadline for Property Taxes

Chairman Berg explained that Tax Commissioner Linda Townley has requested to change the tax deadline from December 20th to December 1st to allow her department to be more organized. Chairman Berg asked if anyone wished to speak and seeing none closed the hearing.

Motion passed unanimously to change the tax deadline from December 20th to December 1st. Nix/Craft

Hillside and Ridgeline Development Ordinance

Chairman Berg stated that this was the third hearing for Hillside and Ridgeline Development Ordinance and asked if anyone wished to speak. Val Dodson thanked the Board for listening to her concerns and she really appreciated the work that had gone into the Ordinance.

Commissioner Saling gave a brief summation of the Hillside Ordinance stating that it was to be a guideline for developers in the mountainous terrain. The main focus of the ordinance would be on roads, right-of-ways and lighting. Commissioner Saling stated that what the ordinance has evolved into is no longer a desirable ordinance and might undermine property value. Commissioner Saling recommended the following:

1. Roads - mountain roads are 1500 feet and above, road bed six inches with two inch binder and two inch topping with three foot finished shoulder and added to the Dawson County Road requirements.
2. Lighting should be shielded and directed downwards.
3. Retaining walls should be a maximum of six feet with landscape timber and above six feet the walls should be constructed of locking block or concrete that is stamped with an engineer's approval.

Motion passed by majority to reject the Hillside and Ridgeline Development Ordinance as submitted. Saling/Craft Commissioner King opposed the motion.

OLD BUSINESS:

State Public Defender Contract

Chairman Berg stated that County Attorney Homans and Finance Director Lowayne Craig had amended the State Public Defender Contract and it is now a valid contract.

Motion passed unanimously to accept the Indigent Defense Services Agreement. King/Nix

NEW BUSINESS:

Lease for Dawsonville Business Park

Chairman Berg explained that the lease for Dawsonville Business Park was a continuing lease for one year. The lease includes the offices of the Board of Commissioners, County Manager, Finance Department, Planning, Public Works, Tax Commissioner, Tax Assessor and Human Resources.

Motion passed unanimously to accept the lease as submitted. Saling/Craft

Board of Equalization

Chairman Berg stated that the chair of the Board of Equalization, Sidney Foster, had requested an increase from \$50 to \$75 per day.

Motion passed unanimously to raise the Board of Equalization pay from \$50 to \$75 per day. King/Saling

Recognition of Board Appointees

Commissioner Jim King recognized the different board members that he had appointed in his terms on the Board of Commissioners. Commissioner King relayed his appreciation of the hard work that his appointees had given to their different boards.

Board Appointments

Chairman Berg stated that several board appointments needed to be filled. Recommendations for District 1 Planning Board were Jason Hamby with Craig Price as an alternate.

Motion passed unanimously to approve Jason Hamby and Craig Price to the Planning Commission Board. Saling/Nix

In District 1, recommendation of John Stegall for the Tax Assessor's Board and District 2 recommendation of Val Dodson for the Library Board.

Motion passed unanimously to appoint John Stegall to the Tax Assessor's Board and Val Dodson to the Library Board. Craft/King

In District 4, Rory Puckett was recommended for the Tax Assessor's Board.

Motion passed unanimously to appoint Rory Puckett to the Tax Assessor's Board. Nix/ King

Warren King was recommended by Chairman Berg to fill his position on the Parks & Rec Board.

Motion passed unanimously to appoint Warren King to the Parks & Rec Board. Saling/Nix

The Construction Board of Appeals had three positions being vacated and the recommendations by Planning Director Tully for those positions were David Rhodes, Bobby McCurdy and Dwight Kiker.

Motion passed unanimously to appoint David Rhodes, Bobby McCurdy and Dwight Kiker to the Construction Appeals Board. Saling/King

District 3 Commissioner King elected to allow incoming Commissioner Mike Connor to choose the appointments for District 3 in January.

Chairman Berg stated that a Vice Chair for the Board of Commissioners is needed for 2007. Chairman Berg recommended Commissioner Nix for that position.

Motion passed unanimously to appoint Commissioner Nix to the position of Vice Chair. Craft/Nix

Recognition of Commissioner Saling and Commissioner King

Chairman Berg presented plaques to Commissioner Saling and Commissioner King commemorating their years of service to Dawson County. Following the presentation refreshments were served.

Motion passed unanimously to go into Executive Session for legal issues. Nix/King

Motion passed unanimously to return to regular session. King/Saling

Motion passed unanimously to pay an invoice from Union County Chairman Lamar Paris in the amount of \$1,000 from contingency to help pay for legal services in conjunction with nine other North Georgia Counties as they continue to discuss the issues concerning additional buffer on stream banks that lead directly to reservoirs. King/Saling

ADJOURNMENT:


Motion passed unanimously to adjourn the meeting. King/Saling

APPROVE:

ATTEST:



Mike Berg, Chairman



Tammy Clement, County Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** #11 - 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.): _____

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.):

Dawson County - Unincorporated Area City of Dawsonville - Incorporated Area

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	General Fund

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

Planning and Zoning Service Agreement (attached)

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Planning and Zoning Service Agreement	Dawson County City of Dawsonville	2008 2008

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 12/14/08

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 AND ZONING
SERVICE DELIVERY STRATEGIES FOR
CITY OF DAWSONVILLE & DAWSON COUNTY**

Dawson County offers Planning and Zoning through the Dawson County Planning and Development Department, in conjunction with the County Planning Commission and the Dawson County Board of Commissioners, issuing permits and rendering decisions regarding variance and rezoning applications according to the Dawson County Land Use and Zoning Ordinances as well as state codes. These services are performed within the unincorporated areas of Dawson County.

The City of Dawsonville offers Planning and Zoning through the City of Dawsonville Planning and Development Department, in conjunction with the City Planning & Zoning Commission and City Council, issuing permits and rendering decisions regarding variance and rezoning applications according to the City of Dawsonville Land Use and Zoning Ordinances as well as state codes. These services are performed within the incorporated areas of Dawson County.

We, the undersigned, agree that the Planning and Zoning Service Delivery Strategy as defined herein is an efficient and effective method of delivery. There is no duplication of services.

An agreement regarding annexation issues is contained within the S.P.L.O.S.T. Agreement between the parties dated August 28, 2007.

This 14 day of October, 2008




Mike Berg, Chairman
Dawson County Board of Commissioners




Joe Lane Cox, Mayor
City of Dawsonville

Attest:



Davida Simpson
County Clerk

Attest:



Kim Cornelison
City Clerk

County Seal:



City Seal:



INTERGOVERNMENTAL AGREEMENT FOR SPLOST V

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 28th day of August, 2007, between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and the CITY OF DAWSONVILLE, a municipal corporation of the State of Georgia (the "City").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph (a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 43-8-110 et seq., as amended (the "Sales and Use Tax Act") to levy and collect a one percent sale and use tax (the "Sales and Use Tax") for the purpose of funding capital outlay projects (the "Projects") and paying existing general obligation debt; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the City to enter into an "intergovernmental agreement" (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the City propose to enter into this Agreement relating to the Projects and the Sales and Use Tax for the proposed SPLOST V;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE, as follows.

ARTICLE I.

EFFECTIVE DATE

This Agreement shall become effective upon its execution and shall continue in effect until the SPLOST V Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. In the event the SPLOST V referendum is not passed by the voters, this Agreement shall terminate

ARTICLE 2.

REPRESENTATIONS

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is municipal corporations duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Agreement do not violate its charter, any ordinances or resolutions of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act. The City contains no less than 50% of the aggregate municipal population located within the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the

County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

ARTICLE 3.

PROJECT PROVISIONS

The City and the County agree, as follows:

(a) The Projects shall consist of "County Projects" and "City Projects." The County Projects, the City Projects and their estimated costs (including interest on any general obligation debt issued to fund such Projects) are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Roads, Streets and Bridges	\$10,000,000
Courthouse and Administration Building	50,000,000
Sheriff's Office	12,500,000
Recreational Facilities	5,000,000
Sewer Facilities	2,500,000
Library Facilities	3,000,000
Public Works Facilities	3,900,000
Public Safety Equipment	500,000

<u>City Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges and Sidewalks	\$2,110,000
Water and Sewer	2,000,000
Recreation	50,000

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. In the event any of the County Projects exceed the estimated cost, the County shall be responsible for paying the excess cost from its general funds or from its portion of total SPLOST V proceeds which exceed \$87,400,000.00. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects. In the event any of the City Projects exceed the estimated cost, the City shall be responsible for paying the excess cost from its general funds or from its portion of total SPLOST V proceeds which exceed \$4,150,000.00.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. The City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

(e) The City Projects designated as water and sewer shall be limited to the repair and replacement of capital improvements within the City's current service delivery area for water and sewer services as shown on "Exhibit A", which is attached hereto and incorporated herein by reference, and a sewer treatment plant. The County and City agree to the division of territory as shown in Exhibit A subject to the terms and conditions of the service delivery agreement between the City and Etowah Water and Sewer Authority.

(f) The Courthouse and Administration Building and the Sheriff's Office constitute "level one county-wide projects" within the meaning of the Sales and Use Tax Act.

ARTICLE 4.

CALLING REFERENDUM: COLLECTION TERM

(a) The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 6th day of November, 2007, or on such other date as the County and the City shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not (a) the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects and (b) up to \$60,000,000 in aggregate principal amount of general obligation debt of the County (the "Debt") may be issued in order to fund in whole or in part the Courthouse and Administration Building and the Sheriff's Office, capitalized interest on the Debt and the Costs of issuing the Debt. The County shall pay all costs relating to the referendum.

(b) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

ARTICLE 5.

DIVISION AND DISTRIBUTION OF SALES AND USE TAX; DEBT

(i) (i) The County shall be entitled to receive all of the Sales and Use Tax proceeds each year until such time as the County has received sufficient funds to pay the bonded indebtedness for that year for the Level One County Projects for the Courthouse and Administration Building and the Sheriff's Office (the total bonded indebtedness being \$60,000,000 to be paid over 6 years).

(ii) After the bond indebtedness for each year is satisfied, the County shall receive 90% of the Sales and Use Tax proceeds and the City shall receive 10% of the Sales and Use Tax proceeds each year until the Level One County Projects identified herein are paid and until such time as the City has received \$4,160,000.00. After the Level One Projects identified herein have been paid, if the City has not yet received \$4,160,000.00, then the County shall receive 86% of the Sales and Use Tax proceeds and the City shall receive 14% of the Sales and Use Tax proceeds each year until such time as the City has received \$4,160,000.00.

(iii) After the total revenue collection exceeds \$91,560,000, the County shall receive 95% of the Sales and Use Tax proceeds and the City shall receive 5% of the Sales and Use Tax proceeds.

(b) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create three subaccounts: the "Debt Service Account," the "County Account" and the "City Account." The County's Sales and Use Tax collections used to pay the principal of and interest on the Debt shall be deposited into the Debt Service Account, and the County's Sales and Use Tax Collections used to pay costs of the County Projects shall be deposited into the County Account. The City's Sales and Use Tax proceeds shall be deposited into the City Account. The County shall remit Sales and Use Tax collections to the City once a month each month that the City is entitled to receive moneys.

(c) The Debt shall be paid first from the County's Sales and Use Tax proceeds. In the event that there are insufficient proceeds to pay the Debt, the County shall pay any shortfall (the "Debt Service Payments"). The County covenants that it will exercise its power of taxation to the extent necessary to make the Debt Service Payments, and that it will make available and use for such Debt Service Payments all taxes levied and collected for that purpose together with funds received from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from its general fund until all payments so required to be made shall have been made in full. The obligation of the County to make the Debt Service Payments shall constitute a general obligation of the County and a pledge of the full faith and credit of the County.

ARTICLE 6.

SPECIAL COVENANTS

The City and the County covenants as follows:

(a) The City shall implement a future annexation plan that will be effective for the term of this Agreement. In that plan shall be a criteria to be used by the City in considering any future annexation of not expanding the City limits beyond what is projected for growth through 2013 as shown on the map which is attached hereto as "Exhibit A." Nothing herein shall prevent the annexation of unincorporated islands. Further, nothing herein shall limit or violate the right of any adjoining landowner to seek annexation. Rather, this future annexation plan and map shall be used as a tool and criteria for consideration by the City Council of all future proposed annexations through December 31, 2013.

(b) The County hereby withdraws its objections to all existing pending annexations as of September 1, 2007 and the City and County agree to the entry of the Consent Order resolving all issues in Civil Action File Number 2007-CV-294B in the Superior Court of Dawson County (the "Annexation Lawsuit"). A copy of the Consent Order is attached hereto as "Exhibit B." The City and the County release one another of any and all claims asserted in the Annexation Lawsuit.

(c) The City shall dismiss Civil Action File Number 2007-CV-498C in the Superior Court of Dawson County (the "SPLOST Lawsuit") against the County with prejudice. The City and the County release one another of any and all claims asserted in the SPLOST Lawsuit.

ARTICLE 7.

RECORD KEEPING

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts. The City shall have the right to review and be provided copies of all such records upon request to the County.

(b) The County and the City shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that the City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, the City shall not be held liable in any manner for such noncompliance.

ARTICLE 8.

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no wise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

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

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the SPLOST V Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the SPLOST V Sales and Use Tax proceeds.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

DAWSON COUNTY, GEORGIA

(SEAL)

By: M. B. Bay
Chairman

Attest:

D. Gupton
Clerk

CITY OF DAWSONVILLE, GEORGIA

(SEAL)

By: *Justin Cox*
Mayor

Attest:

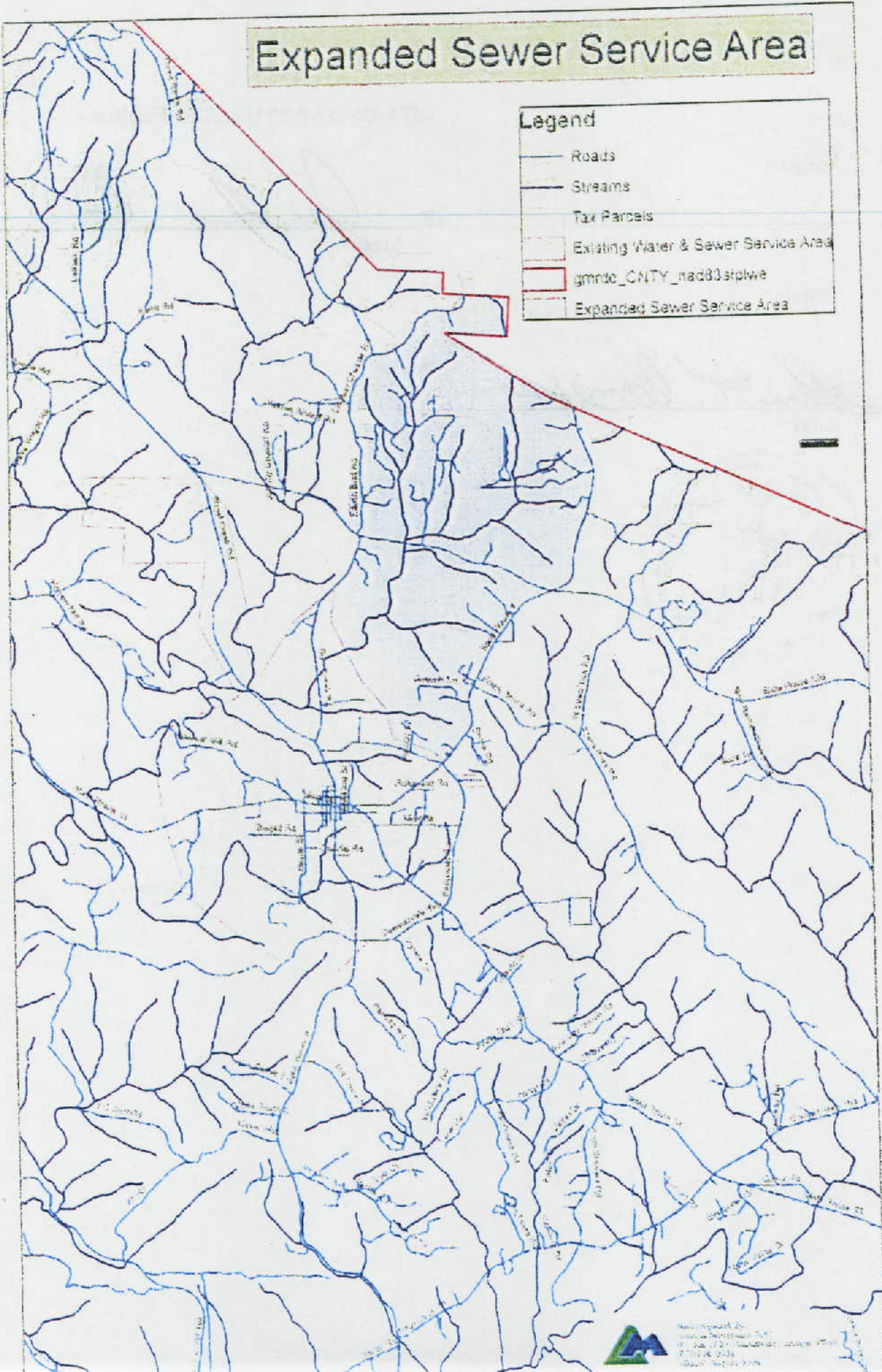
Kim H. Conwell
Clerk



Expanded Sewer Service Area

Legend

- Roads
- Streams
- Tax Parcels
- Existing Water & Sewer Service Area
- gmrde_CNTY_rad83slpwe
- Expanded Sewer Service Area



SUPERIOR COURT OF DAWSON COUNTY

STATE OF GEORGIA

DAWSON COUNTY, GEORGIA,

Plaintiff,

v.

CITY OF DAWSONVILLE, GEORGIA,

Defendant.

Civil Action

File No. 07-CV-294-B

CONSENT ORDER AND JUDGMENT

The instant action involves the annexation into the City of Dawsonville of certain property referenced in annexation numbers 06-022 through 06-057 located in unincorporated Dawson County. The Plaintiff, Dawson County, initiated this action by filing a Complaint for Declaratory Judgment on April 27, 2007. The parties hereto desire to resolve the instant action and hereby consent and agree to the terms hereof:

1.

The Defendant, City of Dawsonville ("City"), hereby agrees that the City shall not issue any development permits for the properties referenced within annexation numbers 06-022 through 06-057 other than in accord with the zoning classifications of the Plaintiff, Dawson County ("County"), immediately before the annexation request of the City's Annexed Property (AP) Zone set forth within the City's zoning ordinance for a period of twelve (12) months from the date the City approved such annexations. The City approved such annexations on April 2, 2007. The City waives all claims asserted against the County in the above-styled action including the City's claim for attorney fees and expenses of litigation.

B

The County hereby consents and agrees that the terms hereof resolve all objections asserted by the County to such annexations, and the County hereby waives any other objection that has been asserted or that might be asserted to the annexation of the properties referenced within annexation numbers 06-022 through 06-057 set forth in the Complaint for Declaratory Judgment filed by the County, and the County waives all other claims against the City in the above-styled action including the County's claim for attorney fees and expenses of litigation.

3.

This Consent Order resolves all outstanding issues in this case and is hereby made the Final Order and Judgment of this Court.

SO ORDERED, this _____ day of _____, 2007

Honorable Kathlene F. Gosselin, Judge
Superior Court, Dawson County, Georgia
Northeastern Judicial Circuit

WE HEREBY CONSENT TO THE
FOREGOING CONSENT ORDER:

Joseph A. Homans
Attorney for Plaintiff
Dawson County, Georgia
Georgia Bar No. 364647

Dana B. Miles
Attorney for Defendant
City of Dawsonville, Georgia
Georgia State Bar No. 505613



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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:** **#12 - 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).

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Dawson County	General Fund
City of Dawsonville	(See attached L.O.S.T. and Fire Protection 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:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
L.O.S.T Agreement	Dawson County	01/01/2003 - 12/31/2012
Fire Protection Agreement - (Section 2)	City of Dawsonville	01/01/2003 - 12/31/2012

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:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

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:

L.O.S.T. INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Dawsonville, hereinafter "City," and Dawson County, Georgia, hereinafter "County," are required by O.C.G.A. §48-8-89 et seq. to reach an agreement as to the division of revenue generated by the Local Option Sales Tax, hereinafter "L.O.S.T.;"

WHEREAS, the City and the County met on both formal and informal bases on several occasions without reaching an agreement;

WHEREAS, the City and the County then followed the mandatory non-binding arbitration/ mediation procedures set forth in O.C.G.A. § 48-8-89 and conducted an arbitration/mediation session on October 30, 2002 before the Hon. William S. Goodman of Henning Mediation and Arbitration Services, Inc.;

WHEREAS, the City and the County were successful in reaching an agreement at the October 30, 2002 arbitration/mediation that has subsequently been ratified by the City Council on November 4, 2002, initially rejected by the County Commission and then later ratified by the County Commission on December 16, 2002; and

WHEREAS, as a result of said agreement, a L.O.S.T. division agreement of 86% to the County and 14% to the City has been signed by both the County and the City and properly filed with the Georgia Department of Revenue prior to the December 30, 2002 deadline.

NOW, THEREFORE, in consideration of all of the factors set forth hereinabove and other good and valuable consideration, the City and the County enter into the following Intergovernmental Agreement regarding L.O.S.T..

1.

All recitals set forth above are incorporated herein as express terms of this L.O.S.T. Intergovernmental Agreement.

2.

Effective January 1, 2003 through December 31, 2012, the Local Option Sales Tax proceeds shall be divided between the parties with the County to receive 86% of L.O.S.T. proceeds and the City to receive 14% of L.O.S.T. proceeds. The City and County shall execute all documents as may be required from time to time by the Georgia Department of Revenue related to this division of L.O.S.T. proceeds.

3.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County the sum of no less than \$120,000.00 annually, which may be increased a maximum of 7.5% annually based upon an increase in L.O.S.T. proceeds (if any, over the base total amount of \$3.5 million), for the provision of police services by the Dawson County Sheriff's Department to the City. The City's payment for police services shall be ~~allocated by the County in the manner set forth in the Intergovernmental Agreement for~~ Police Protection attached hereto and incorporated herein by reference.

4.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County for the provision of fire protection services by the Dawson County Fire Department the sum of \$40,000.00 annually which shall be adjusted annually based upon an increase or decrease in L.O.S.T. proceeds. The County shall provide paid staffing of Fire Station # 1 sixteen (16) hours per day, five (5) days per week and eight (8) hours per day on the

weekend plus volunteers so that the station shall be staffed at least sixteen (16) hours per day, seven (7) days per week. The City's payment for fire protection services shall be allocated by the County in the manner set forth in the Intergovernmental Agreement for Fire Protection attached hereto and incorporated herein by reference.

5.

The Police Protection Agreement and Fire Protection Agreement contained in paragraphs 3 and 4 above shall automatically renew annually through the year 2012, unless earlier terminated by either party upon ninety (90) days' written notice to the other. The maximum increase to be paid by the City to the County over the term of such agreements (10 years) shall be 25% in the aggregate. This L.O.S.T. Intergovernmental Agreement is based upon gross L.O.S.T. proceeds of \$3.5 million for the year 2002. The City shall pay the amount owed to the County in accord with the Police Protection Agreement and the Fire Protection Agreement set forth in paragraphs 3 and 4 above within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.


6.


The City and the County hereby establish a Communications Committee on Annexation, which initially shall consist of the City Clerk and the County Manager. The purpose of said Committee shall be to provide a flow of information between the City and the County relative to proposed annexation of land into the City. The City shall notify the County upon the filing of a petition for annexation, and the County shall notify the City of the impact, if any, of such annexation upon the cost of providing county funded services to the area proposed to annexed.

This 6th day of March, 2003.

DAWSON COUNTY

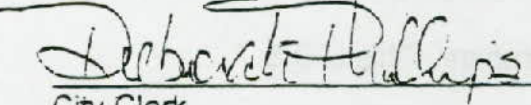
Attest

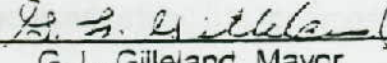

County Clerk

By: 
Don Roberts, Chairman
Dawson County Commission

CITY OF DAWSONVILLE

Attest


City Clerk

By: 
G. L. Gilleland, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR
FIRE PROTECTION**

STATE OF GEORGIA

COUNTY OF DAWSON

This Agreement is hereby made and entered into this 6th day of March, 2003 between the CITY OF DAWSONVILLE, (hereinafter referred to as "CITY"), the DAWSON COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "COUNTY"), and the DAWSON COUNTY FIRE DEPARTMENT, (hereinafter referred to as "FIRE DEPARTMENT") for the purpose of providing and maintaining fire protection for residential dwellings, commercial buildings, government buildings and other structures within the geographical confines of the CITY OF DAWSONVILLE, GEORGIA. The parties hereto hereby agree as follows:

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

WHEREAS, Georgia law permits municipalities to contract for certain services, including fire protection services; and

WHEREAS, the fire department maintains the necessary personnel, equipment, and means to provide efficient fire service protection services to the citizens of the CITY OF DAWSONVILLE; and

WHEREAS, the parties hereto have determined that this agreement serves the best interest of all parties including, but not limited to, the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY.

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the covenants and conditions set forth herein, and in consideration of the terms of this contract as a whole, the parties hereby agree as follows:

1.

TERM OF CONTRACT

This contract shall become effective on January 1, 2003 and shall continue in full force and effect through December 31, 2012, unless terminated in accord with the terms hereof.

2.

SERVICES TO BE PERFORMED BY THE FIRE DEPARTMENT

The FIRE DEPARTMENT agrees to perform the following services:

- a) furnish firefighting 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 firefighting equipment and personnel to fight any fire, disaster, or to meet an 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 an emergency that may reasonably be anticipated to any person, business, or structure located within the geographical boundaries of the CITY OF DAWSONVILLE, GEORGIA; and
- d) render other reasonable service that may be requested by the CITY in connection with firefighting or prevention.

In order to meet the terms of this paragraph, the fire department agrees to provide paid staffing at fire station number one, which is located within the geographical confines of the CITY OF DAWSONVILLE, 16 hours per day, 5 days per week and 8 hours per day on the weekend and to provide volunteers at such fire station so that fire station number one shall be staffed at least 16 hours per day, 7 days per week.

3.

COMPENSATION

In consideration for the services to be performed by the FIRE DEPARTMENT as set forth in Paragraph 2 above, the CITY hereby agrees to pay to the COUNTY the sum of forty thousand (\$40,000.00) dollars annually for fire protection services. The parties hereto further agree that such amount shall be adjusted annually based upon an increase or decrease in Local Option Sales Tax (L.O.S.T.) proceeds from 3.5 million dollars with a maximum increase of 25% over the ten year term. The parties hereto hereby consent, agree, and acknowledge that as of the date of this AGREEMENT, the gross amount of L.O.S.T. proceeds being collected equal 3.5 million dollars. The CITY shall pay the annual amount owed to the COUNTY in accord with this agreement within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.

4.

OBLIGATIONS OF THE FIRE DEPARTMENT

The FIRE DEPARTMENT hereby agrees to devote sufficient time and effort to perform the services described in this AGREEMENT. The FIRE DEPARTMENT shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services as set forth in Paragraph 2 above.

5.

OBLIGATIONS OF THE CITY

The CITY hereby agrees to comply with all reasonable requests of the FIRE DEPARTMENT necessary to permit the FIRE DEPARTMENT to perform duties in accord with the terms of this AGREEMENT.

6.

TERMINATION OF AGREEMENT

Any party may terminate this AGREEMENT at the end of each calendar year by providing written notice to the other party no later than October 1 of each calendar year. If this AGREEMENT is not terminated in accord with the terms thereof, then the parties hereto hereby consent and agree that the AGREEMENT shall be renewed annually beginning January 1, 2004.

7.

DEFAULT

If the FIRE DEPARTMENT defaults in the performance of this AGREEMENT or materially breaches any of the provisions hereof, then the CITY may at its option terminate this AGREEMENT by providing written notification to the FIRE DEPARTMENT and the COUNTY. Further, the FIRE DEPARTMENT and the COUNTY shall be liable to the CITY for any damages suffered by the CITY either directly or indirectly from the FIRE DEPARTMENT defaulting or failing to perform in accord with the terms of this AGREEMENT.

8.

ENTIRE AGREEMENT

This AGREEMENT is executed as part of and is incorporated by reference into the L.O.S.T. Intergovernmental Agreement executed by the CITY and the COUNTY contemporaneously with this AGREEMENT. Other than the L.O.S.T. Intergovernmental Agreement, this AGREEMENT supercedes any and all AGREEMENTS, both oral and written, between the parties hereto regarding the FIRE DEPARTMENT rendering services for the benefit of the CITY, and this AGREEMENT contains all of the covenants and AGREEMENTS between the parties regarding such services. Each party acknowledges that no representation, inducement, promise, or AGREEMENT (written or oral), have been made by either party or by

anyone acting on behalf of a party that is not embodied in this AGREEMENT or the L.O.S.T. Intergovernmental Agreement. Any modification of this AGREEMENT shall be effective only if any such modification is in writing and signed by the parties hereto.

9.

ADDITIONAL INSTRUMENTS

The CITY and the COUNTY and the FIRE DEPARTMENT hereby agree to properly and promptly endorse, execute, and deliver any instrument or documents necessary from time to time to effectuate the provisions of this AGREEMENT.

10.

AUTHORITY

The undersigned parties agree that each such party has the authority and permission to execute this AGREEMENT. Further, the parties hereto hereby agree and acknowledge that each of the respective entities shall be responsible for the obligations as set forth herein.

11.

DISCLOSURE AND VOLUNTARY EXECUTION

Each party hereto declares that the foregoing AGREEMENT has been read and each party declares that such party fully understands the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this AGREEMENT is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this AGREEMENT is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date set forth herein.

[Signatures continued on next page.]

CITY OF DAWSONVILLE

Attest

Deborah Phillips
City Clerk

By: G. L. Gilleland
Honorable G.L. Gilleland, Mayor

DAWSON COUNTY BOARD OF
COMMISSIONERS

Attest

Cathy Baker
County Clerk

By: Don Roberts
Don Roberts, Chairman

DAWSON COUNTY FIRE
DEPARTMENT

By: Billy Thurmond
Billy Thurmond, Public Safety Director



**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

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

Any incompatibility or conflict between the land use plans has been addressed within the L.O.S.T. Agreement and the S.P.L.O.S.T. V Agreement.

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:

**L.O.S.T. Agreement
S.P.L.O.S.T. V Agreement**

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.

See L.O.S.T. Agreement and S.P.L.O.S.T. V Agreement.

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?

See procedures identified with L.O.S.T. Agreement and S.P.L.O.S.T. V Agreement.

5. Person completing form:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number:

Date completed: 10/14/08

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:

L.O.S.T. INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Dawsonville, hereinafter "City," and Dawson County, Georgia, hereinafter "County," are required by O.C.G.A. §48-8-89et seq. to reach an agreement as to the division of revenue generated by the Local Option Sales Tax, hereinafter "L.O.S.T.";

WHEREAS, the City and the County met on both formal and informal bases on several occasions without reaching an agreement;

WHEREAS, the City and the County then followed the mandatory non-binding arbitration/ mediation procedures set forth in O.C.G.A. § 48-8-89 and conducted an arbitration/mediation session on October 30, 2002 before the Hon. William S. Goodman of Henning Mediation and Arbitration Services, Inc.;

WHEREAS, the City and the County were successful in reaching an agreement at the October 30, 2002 arbitration/mediation that has subsequently been ratified by the City Council on November 4, 2002, initially rejected by the County Commission and then later ratified by the County Commission on December 16, 2002; and

WHEREAS, as a result of said agreement, a L.O.S.T. division agreement of 86% to the County and 14% to the City has been signed by both the County and the City and properly filed with the Georgia Department of Revenue prior to the December 30, 2002 deadline.

NOW, THEREFORE, in consideration of all of the factors set forth hereinabove and other good and valuable consideration, the City and the County enter into the following Intergovernmental Agreement regarding L.O.S.T..

1.

All recitals set forth above are incorporated herein as express terms of this L.O.S.T. Intergovernmental Agreement.

2.

Effective January 1, 2003 through December 31, 2012, the Local Option Sales Tax proceeds shall be divided between the parties with the County to receive 86% of L.O.S.T. proceeds and the City to receive 14% of L.O.S.T. proceeds. The City and County shall execute all documents as may be required from time to time by the Georgia Department of Revenue related to this division of L.O.S.T. proceeds.

3.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County the sum of no less than \$120,000.00 annually, which may be increased a maximum of 7.5% annually based upon an increase in L.O.S.T. proceeds (if any, over the base total amount of \$3.5 million), for the provision of police services by the Dawson County Sheriff's Department to the City. The City's payment for police services shall be ~~allocated by the County in the manner set forth in the Intergovernmental Agreement for~~ Police Protection attached hereto and incorporated herein by reference.

4.

From the City's share of L.O.S.T. proceeds, the City shall pay to the County for the provision of fire protection services by the Dawson County Fire Department the sum of \$40,000.00 annually which shall be adjusted annually based upon an increase or decrease in L.O.S.T. proceeds. The County shall provide paid staffing of Fire Station # 1 sixteen (16) hours per day, five (5) days per week and eight (8) hours per day on the

weekend plus volunteers so that the station shall be staffed at least sixteen (16) hours per day, seven (7) days per week. The City's payment for fire protection services shall be allocated by the County in the manner set forth in the Intergovernmental Agreement for Fire Protection attached hereto and incorporated herein by reference.

5.

The Police Protection Agreement and Fire Protection Agreement contained in paragraphs 3 and 4 above shall automatically renew annually through the year 2012, unless earlier terminated by either party upon ninety (90) days' written notice to the other. The maximum increase to be paid by the City to the County over the term of such agreements (10 years) shall be 25% in the aggregate. This L.O.S.T. Intergovernmental Agreement is based upon gross L.O.S.T. proceeds of \$3.5 million for the year 2002. The City shall pay the amount owed to the County in accord with the Police Protection Agreement and the Fire Protection Agreement set forth in paragraphs 3 and 4 above within thirty (30) days of the release of Department of Revenue figures for the prior year regarding the L.O.S.T. proceeds.

6.

The City and the County hereby establish a Communications Committee on Annexation, which initially shall consist of the City Clerk and the County Manager. The purpose of said Committee shall be to provide a flow of information between the City and the County relative to proposed annexation of land into the City. The City shall notify the County upon the filing of a petition for annexation, and the County shall notify the City of the impact, if any, of such annexation upon the cost of providing county funded services to the area proposed to annexed.

This 6th day of March, 2003.

DAWSON COUNTY

Attest

Cathy Gruber
County Clerk

By: Don Roberts
Don Roberts, Chairman
Dawson County Commission

CITY OF DAWSONVILLE

Attest

Deborah Phillips
City Clerk

By: G. L. Gilleland
G. L. Gilleland, Mayor

INTERGOVERNMENTAL AGREEMENT FOR SPLOST V

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 28th day of August, 2007, between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and the CITY OF DAWSONVILLE, a municipal corporation of the State of Georgia (the "City").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 43-8-110 et seq., as amended (the "Sales and Use Tax Act") to levy and collect a one percent sale and use tax (the "Sales and Use Tax") for the purpose of funding capital outlay projects (the "Projects") and paying existing general obligation debt; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the City to enter into an "intergovernmental agreement" (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the City propose to enter into this Agreement relating to the Projects and the Sales and Use Tax for the proposed SPLOST V;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE, as follows:

ARTICLE I.

EFFECTIVE DATE

This Agreement shall become effective upon its execution and shall continue in effect until the SPLOST V Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. In the event the SPLOST V referendum is not passed by the voters, this Agreement shall terminate

ARTICLE 2.

REPRESENTATIONS

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is municipal corporations duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Agreement do not violate its charter, any ordinances or resolutions of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act. The City contains no less than 50% of the aggregate municipal population located within the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the

County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

ARTICLE 3.

PROJECT PROVISIONS

The City and the County agree, as follows:

(a) The Projects shall consist of "County Projects" and "City Projects." The County Projects, the City Projects and their estimated costs (including interest on any general obligation debt issued to fund such Projects) are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Roads, Streets and Bridges	\$10,000,000
Courthouse and Administration Building	50,000,000
Sheriff's Office	12,500,000
Recreational Facilities	5,000,000
Sewer Facilities	2,500,000
Library Facilities	3,000,000
Public Works Facilities	3,900,000
Public Safety Equipment	500,000

<u>City Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges and Sidewalks	\$2,110,000
Water and Sewer	2,000,000
Recreation	50,000

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. In the event any of the County Projects exceed the estimated cost, the County shall be responsible for paying the excess cost from its general funds or from its portion of total SPLOST V proceeds which exceed \$87,400,000.00. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects. In the event any of the City Projects exceed the estimated cost, the City shall be responsible for paying the excess cost from its general funds or from its portion of total SPLOST V proceeds which exceed \$4,160,000.00.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. The City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

(e) The City Projects designated as water and sewer shall be limited to the repair and replacement of capital improvements within the City's current service delivery area for water and sewer services as shown on "Exhibit A", which is attached hereto and incorporated herein by reference, and a sewer treatment plant. The County and City agree to the division of territory as shown in Exhibit A subject to the terms and conditions of the service delivery agreement between the City and Etowah Water and Sewer Authority.

(f) The Courthouse and Administration Building and the Sheriff's Office constitute "level one county-wide projects" within the meaning of the Sales and Use Tax Act.

ARTICLE 4.

CALLING REFERENDUM: COLLECTION TERM

(a) The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 6th day of November, 2007, or on such other date as the County and the City shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not (a) the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects and (b) up to \$60,000,000 in aggregate principal amount of general obligation debt of the County (the "Debt") may be issued in order to fund in whole or in part the Courthouse and Administration Building and the Sheriff's Office, capitalized interest on the Debt and the Costs of issuing the Debt. The County shall pay all costs relating to the referendum.

(b) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

ARTICLE 5.

DIVISION AND DISTRIBUTION OF SALES AND USE TAX: DEBT

(a) (i) The County shall be entitled to receive all of the Sales and Use Tax proceeds each year until such time as the County has received sufficient funds to pay the bonded indebtedness for that year for the Level One County Projects for the Courthouse and Administration Building and the Sheriff's Office (the total bonded indebtedness being \$60,000,000 to be paid over 6 years).

(ii) After the bond indebtedness for each year is satisfied, the County shall receive 90% of the Sales and Use Tax proceeds and the City shall receive 10% of the Sales and Use Tax proceeds each year until the Level One County Projects identified herein are paid and until such time as the City has received \$4,160,000.00. After the Level One Projects identified herein have been paid, if the City has not yet received \$4,160,000.00, then the County shall receive 86% of the Sales and Use Tax proceeds and the City shall receive 14% of the Sales and Use Tax proceeds each year until such time as the City has received \$4,160,000.00.

(iii) After the total revenue collection exceeds \$91,560,000, the County shall receive 95% of the Sales and Use Tax proceeds and the City shall receive 5% of the Sales and Use Tax proceeds.

(b) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create three subaccounts: the "Debt Service Account," the "County Account" and the "City Account." The County's Sales and Use Tax collections used to pay the principal of and interest on the Debt shall be deposited into the Debt Service Account, and the County's Sales and Use Tax Collections used to pay costs of the County Projects shall be deposited into the County Account. The City's Sales and Use Tax proceeds shall be deposited into the City Account. The County shall remit Sales and Use Tax collections to the City once a month each month that the City is entitled to receive moneys.

(c) The Debt shall be paid first from the County's Sales and Use Tax proceeds. In the event that there are insufficient proceeds to pay the Debt, the County shall pay any shortfall (the "Debt Service Payments"). The County covenants that it will exercise its power of taxation to the extent necessary to make the Debt Service Payments, and that it will make available and use for such Debt Service Payments all taxes levied and collected for that purpose together with funds received from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from its general fund until all payments so required to be made shall have been made in full. The obligation of the County to make the Debt Service Payments shall constitute a general obligation of the County and a pledge of the full faith and credit of the County.

ARTICLE 6.

SPECIAL COVENANTS

The City and the County covenants as follows:

(a) The City shall implement a future annexation plan that will be effective for the term of this Agreement. In that plan shall be a criteria to be used by the City in considering any future annexation of not expanding the City limits beyond what is projected for growth through 2013 as shown on the map which is attached hereto as "Exhibit A." Nothing herein shall prevent the annexation of unincorporated islands. Further, nothing herein shall limit or violate the right of any adjoining landowner to seek annexation. Rather, this future annexation plan and map shall be used as a tool and criteria for consideration by the City Council of all future proposed annexations through December 31, 2013.

(b) The County hereby withdraws its objections to all existing pending annexations as of September 1, 2007 and the City and County agree to the entry of the Consent Order resolving all issues in Civil Action File Number 2007-CV-294B in the Superior Court of Dawson County (the "Annexation Lawsuit"). A copy of the Consent Order is attached hereto as "Exhibit B." The City and the County release one another of any and all claims asserted in the Annexation Lawsuit.

(c) The City shall dismiss Civil Action File Number 2007-CV-498C in the Superior Court of Dawson County (the "SPLOST Lawsuit") against the County with prejudice. The City and the County release one another of any and all claims asserted in the SPLOST Lawsuit.

ARTICLE 7.

RECORD KEEPING

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts. The City shall have the right to review and be provided copies of all such records upon request to the County.

(b) The County and the City shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that the City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, the City shall not be held liable in any manner for such noncompliance.

ARTICLE 8.

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no wise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

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

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the SPLOST V Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the SPLOST V Sales and Use Tax proceeds.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

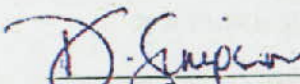
DAWSON COUNTY, GEORGIA

(SEAL)

By: 

Chairman

Attest:


D. Gupton
Clerk

SEALED COPY TO BE KEPT

CITY OF DAWSONVILLE, GEORGIA

(SEAL)

By: *John Lee Cox*
Mayor

Attest:

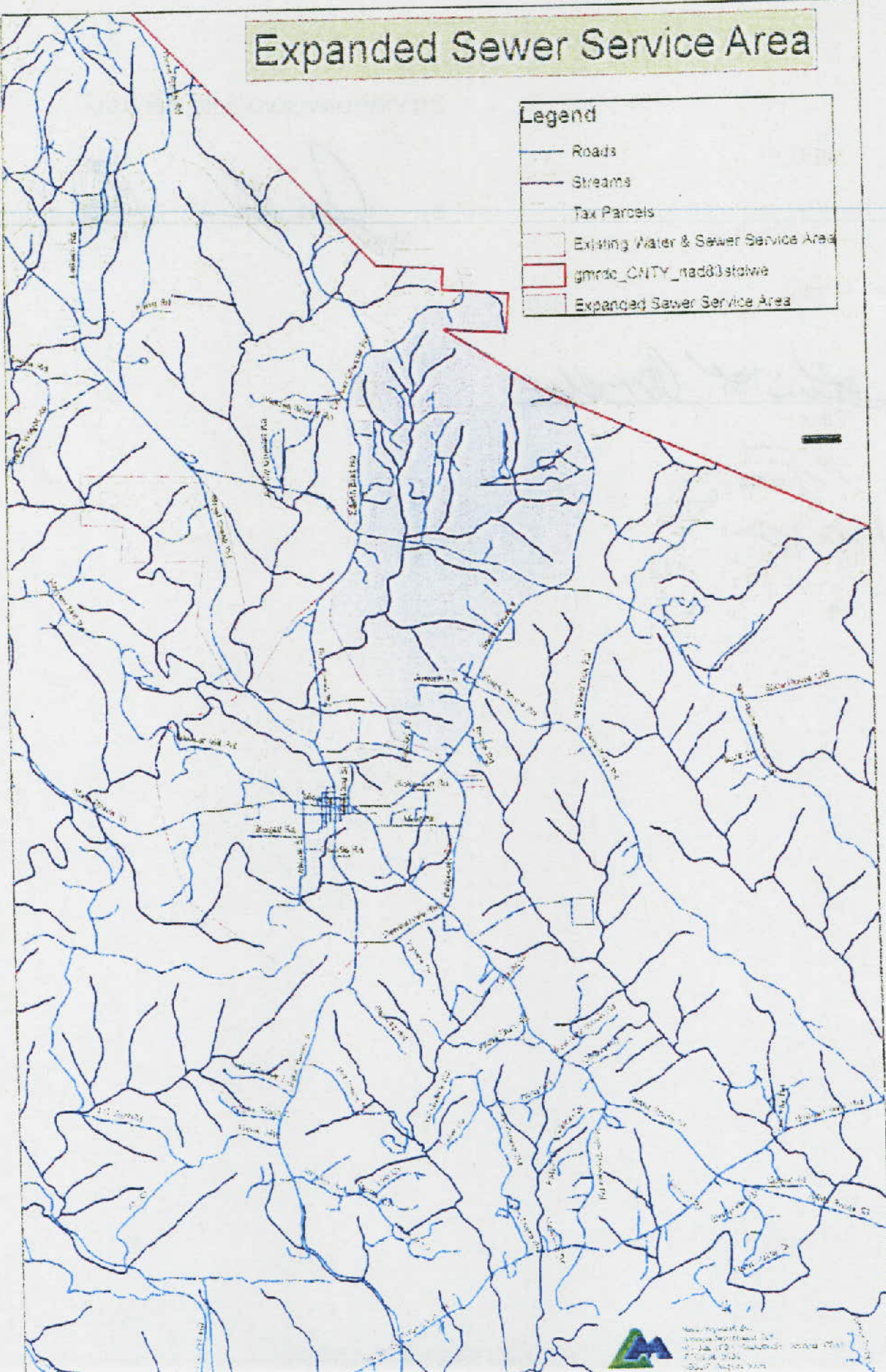
Levi H. Conyers
Clerk



Expanded Sewer Service Area

Legend

- Roads
- Streams
- Tax Parcels
- Existing Water & Sewer Service Area
- gmdc_CNTY_nad83st0we
- Expanded Sewer Service Area



Map prepared by:
[Illegible text]
[Illegible text]
[Illegible text]
[Illegible text]

AMERICA

2.

The County hereby consents and agrees that the terms hereof resolve all objections asserted by the County to such annexations, and the County hereby waives any other objection that has been asserted or that might be asserted to the annexation of the properties referenced within annexation numbers 06-022 through 06-057 set forth in the Complaint for Declaratory Judgment filed by the County, and the County waives all other claims against the City in the above-styled action including the County's claim for attorney fees and expenses of litigation.

3.

This Consent Order resolves all outstanding issues in this case and is hereby made the Final Order and Judgment of this Court.

SO ORDERED, this _____ day of _____, 2007

Honorable Kathlene F. Gosselin, Judge
Superior Court, Dawson County, Georgia
Northeastern Judicial Circuit

WE HEREBY CONSENT TO THE
FOREGOING CONSENT ORDER:

Joseph A. Homans
Attorney for Plaintiff
Dawson County, Georgia
Georgia Bar No. 364647

Dana B. Miles
Attorney for Defendant
City of Dawsonville, Georgia
Georgia State Bar No. 505613

SETTLEMENT AGREEMENT

WHEREAS, the City of Dawsonville, Georgia (hereinafter referred to as "City") has annexed certain parcels of property into the city limits; and,

WHEREAS, Dawson County (hereinafter referred to as "County") has objected to these annexations by the City in accordance with the *Intergovernmental Agreement* dated June 29, 1998, as modified by the *LOST Intergovernmental Agreement* dated March 6, 2003 (hereinafter collectively referred to as "the Agreements"); and,

WHEREAS, pursuant to the terms of the *Agreements*, the parties have participated in a mediation on February 19, 2004 conducted by the Honorable James E. Mahar, Jr.; and,

WHEREAS, an agreement was reached to settle all issues related to the annexations as set forth in this *Settlement Agreement* conditioned only upon ratification and approval by the respective government bodies of the City and the County; and,

WHEREAS, the City and County were both represented at the mediation session by members of their Council and Commission, along with their attorneys, and said representations of each delegation have recommended ratification by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual promises and benefits accruing to each of the parties, and for the purposes of settling all outstanding annexation disputes, the parties agree as follows:

I.

The County withdraws its objections to the annexations of the Bige Evans and Cathy Duncan property dated July 2, 2002 and to the annexation of the property owned by Carol Mansfield dated January 6, 2004.

2.

The City withdraws its annexation of the Dawson County School System - High School Property dated November 7, 2002. The City agrees that this High School Property is located in the unincorporated portion of Dawson County.

3.

The following properties shall hereinafter be designated as the "Residential Annexations": Peaks & Valleys, Inc. (April 2, 2002); Kenneth K. Turner (July 17, 2002); Russ Wallace/Burt's Crossing Development, Inc. (August 20, 2002); Dorothy Wright/Dot's Downs (January 7, 2003); Cecil Townley (March 4, 2003); Russell Summerour (March 21, 2003); Russell M. Wallace (October 31, 2003); Jon S. Bearden (December 2, 2003); James S. Bearden, Jr. (December 2, 2003); Clinton Ingram (December 2, 2003); and, Leroy Bearden and Jimmy Bryson (February 6, 2004). As to each of the Residential Annexations, the City agrees to hold a public hearing on each of said properties following proper notification of the property owner and the County related to the density of each of said residential developments. At said density hearing to be held in accordance with the Zoning Procedures Act, the City Council will hear from City staff personnel as to their recommendation of density, from the landowners as to their recommendation as to density, from the County as to its recommendation as to density, and from any member of the public affected thereby in accordance with the public

hearing procedure of the City of Dawsonville. The City shall determine the density of development at each of the Residential Annexations and shall achieve an average density in all of the Residential Annexations of no more than 3 units per acre with a maximum density on any individual property of 4 units per acre. The City shall consider factors such as availability of infrastructure, including but not limited to water, sewer, roads, schools and other public facilities needed for residential development and such other factors as the City deems prudent under responsible planning efforts in order to achieve the overall average density of 3 housing units per acre or less.

4.

Each of the parties hereto agree to take such steps as are reasonably necessary in order to carry out the terms of this *Agreement* as may be required under the State or local law.

SO AGREED, this 23 day of ~~March~~^{Feb.}, 2004.

CITY OF DAWSONVILLE



Witness

By: 

Joe Lane Cox, Mayor

DAWSON COUNTY BOARD OF COMMISSIONERS



Witness

By: 

Don Roberts, Chairman

ARTICLE 6.

SPECIAL COVENANTS

The City and the County covenants as follows:

(a) The City shall implement a future annexation plan that will be effective for the term of this Agreement. In that plan shall be a criteria to be used by the City in considering any future annexation of not expanding the City limits beyond what is projected for growth through 2013 as shown on the map which is attached hereto as "Exhibit A." Nothing herein shall prevent the annexation of unincorporated islands. Further, nothing herein shall limit or violate the right of any adjoining landowner to seek annexation. Rather, this future annexation plan and map shall be used as a tool and criteria for consideration by the City Council of all future proposed annexations through December 31, 2013.

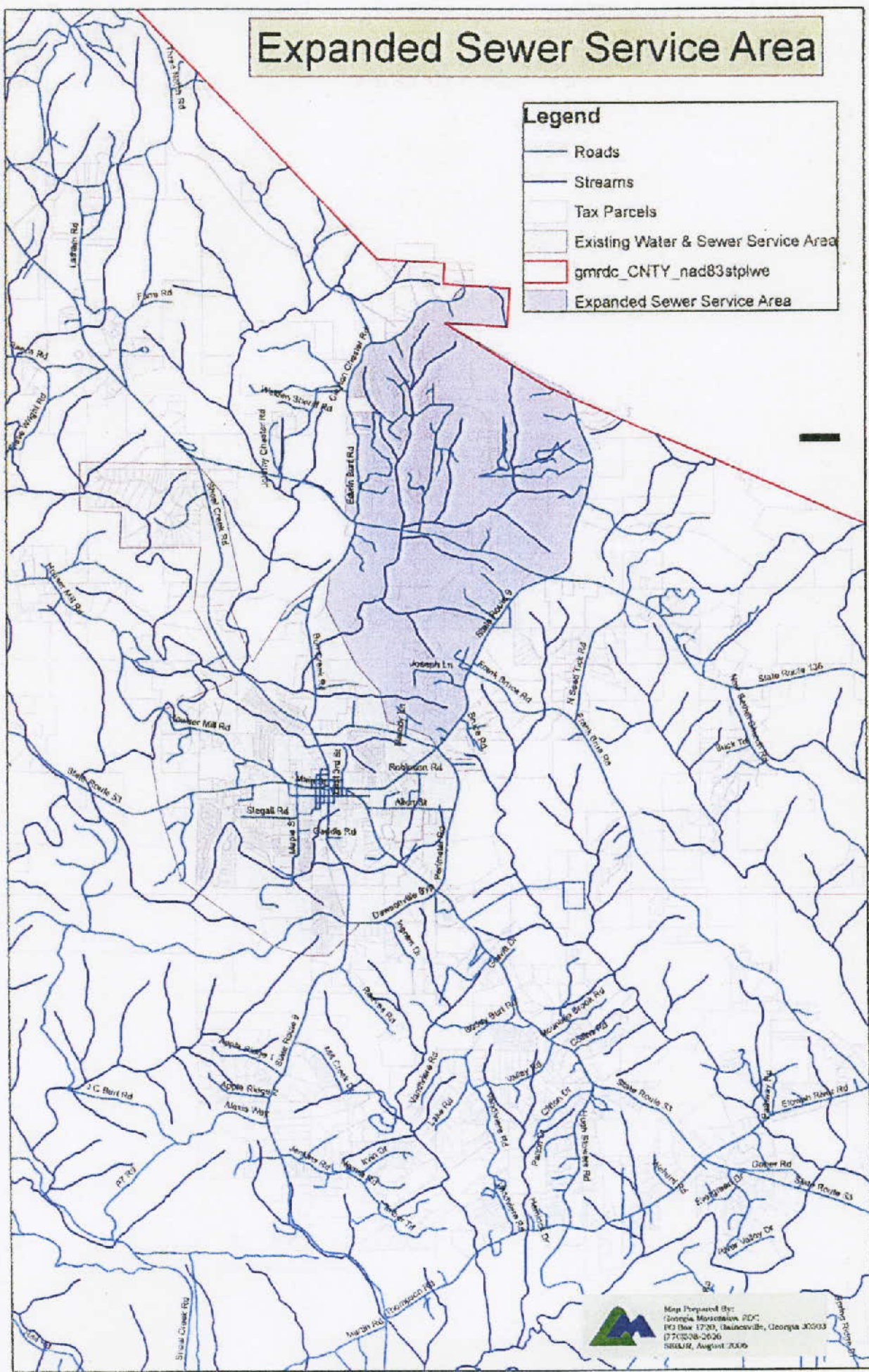
(b) The County hereby withdraws its objections to all existing pending annexations as of September 1, 2007 and the City and County agree to the entry of the Consent Order resolving all issues in Civil Action File Number 2007-CV-294B in the Superior Court of Dawson County (the "Annexation Lawsuit"). A copy of the Consent Order is attached hereto as "Exhibit B." The City and the County release one another of any and all claims asserted in the Annexation Lawsuit.

(c) The City shall dismiss Civil Action File Number 2007-CV-498C in the Superior Court of Dawson County (the "SPLOST Lawsuit") against the County with prejudice. The City and the County release one another of any and all claims asserted in the SPLOST Lawsuit.

Expanded Sewer Service Area

Legend

- Roads
- Streams
- Tax Parcels
- Existing Water & Sewer Service Area
- gmrhc CNTY_nad83stplw
- Expanded Sewer Service Area



Map Prepared By:
Georgia Mountain PDC
P.O. Box 17281, Gainesville, Georgia 30603
(770) 538-2626
S&A/R, August 2006

EXHIBIT A

RESOLUTION

A RESOLUTION OF THE CITY OF DAWSONVILLE REGARDING CRITERIA TO APPLY TO POTENTIAL ANNEXATIONS OF PROPERTY INTO THE CORPORATE LIMITS

WHEREAS, the City of Dawsonville (the City) is a municipal corporation authorized to annex property into the corporate limits of the City pursuant to O.C.G.A. § 36-36-1 et. seq.;

WHEREAS, the City provides services to its residents which many residents of the unincorporated areas around and near the City find desirable;

WHEREAS, in an effort to secure City services, residents of said unincorporated areas often seek to annex their land into the corporate limits of the City;

WHEREAS, the City recognizes that a planned growth strategy regarding annexation will aid in planning for proper future growth of the City and for the future provision of City services; and

WHEREAS, the City recognizes that certain factors such as the ability of the City to provide services, the undesirability of unincorporated islands, the presence of contiguous incorporated property, and the desirable goal of filling in the City's current logical geographic boundaries given its present shape, should all play into the decisions on annexation petitions submitted to the City.

NOW, THEREFORE, be it hereby resolved by the Mayor and City Council of the City of Dawsonville that the City shall henceforth until amended or repealed, apply the criteria described herein to any and all petitions for annexation filed with the City.

Section 1) Purpose: the purpose of this Resolution is to establish criteria to be used in assessing annexation petitions received by the City for the annexation of property into the corporate limits of the City of Dawsonville. It is the intent of the Mayor and Council that the provisions outlined in this Resolution be incorporated into the next Comprehensive Plan for the City when it is adopted.

Section 2) Criteria: In considering whether to incorporate property into the corporate limits of the City, the Mayor and Council shall consider the following factors:

- a) Whether the property proposed to be annexed lies contiguous to other incorporated property, and the amount of incorporated property adjacent to the proposed addition to the City. In the event that property proposed for annexation lies next to land which is not currently incorporated, but which is also the subject of a pending annexation petition, such shall be considered when the Mayor and Council evaluate this factor.
- b) Whether the annexation will create or will tend to create an island of unincorporated property in and among the corporate limits of the City. In considering this factor, the Mayor and Council shall consider whether the proposed annexation will practically, if not actually, isolate unincorporated lands from the rest of the unincorporated lands by virtue of the shape, size, location, common boundaries, and public road access for the tracts

of land at issue. It is the goal of the City not to create unincorporated islands surrounded by incorporated property.

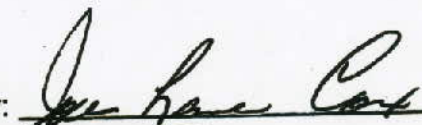
- c) Whether the annexation will tend to incorporate those unincorporated areas which lie within the logical geographic boundaries of the City, given the current location of the corporate limits of the City of Dawsonville. In considering this criteria, the Mayor and Council may consider economic growth patterns that have developed or are anticipated because of the provision of streets, utilities, parks, schools, industry and other public or private influences upon economic growth patterns.
- d) Whether, given the location of the property to be annexed, the City will be able to provide at least seven (7) of the services listed in subsections (d)(i) through (d)(xi) below either directly or through an existing intergovernmental agreement.
- i) Law enforcement;
 - ii) Fire protection and fire safety;
 - iii) Road and street construction or maintenance;
 - iv) Solid waste collection and management;
 - v) Water supply or distribution or both;
 - vi) Waste-water treatment;
 - vii) Storm-water collection and disposal
 - viii) Planning, Zoning and Enforcement of building, housing, plumbing, and electrical codes and other similar codes; and
 - ix) Recreational facilities;

e) Any other public policy factor or legitimate land use planning factor brought to the attention of the Mayor and Council which bears upon the propriety of annexing property into the City.

Section 3) **Evaluation of Criteria:** In considering the above identified factors, no one factor is controlling. The Mayor and Council shall weigh each of these factors when considering an annexation petition, and shall come to a decision on the entirety of the petition based upon the consideration of all of the factors, the weight of each to be determined by the Mayor and Council.

SO RESOLVED, ADOPTED AND APPROVED, this 3rd day of December, 2007.

CITY OF DAWSONVILLE

By: 
Joe Lane Cox
Mayor, City of Dawsonville



Mike Sosebee: Council Member

Jonathan Cox: Council Member


Mike Wilson: Council Member


Linda Grant: Council Member

Attested to:


Kim Cornelison
City Clerk, City of Dawsonville



**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

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

Any incompatibility or conflict between the land use plans has been addressed within the L.O.S.T. Agreement and the S.P.L.O.S.T. V Agreement.

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:

**L.O.S.T. Agreement
S.P.L.O.S.T. V Agreement**

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.

See L.O.S.T. Agreement and S.P.L.O.S.T. V Agreement.

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?

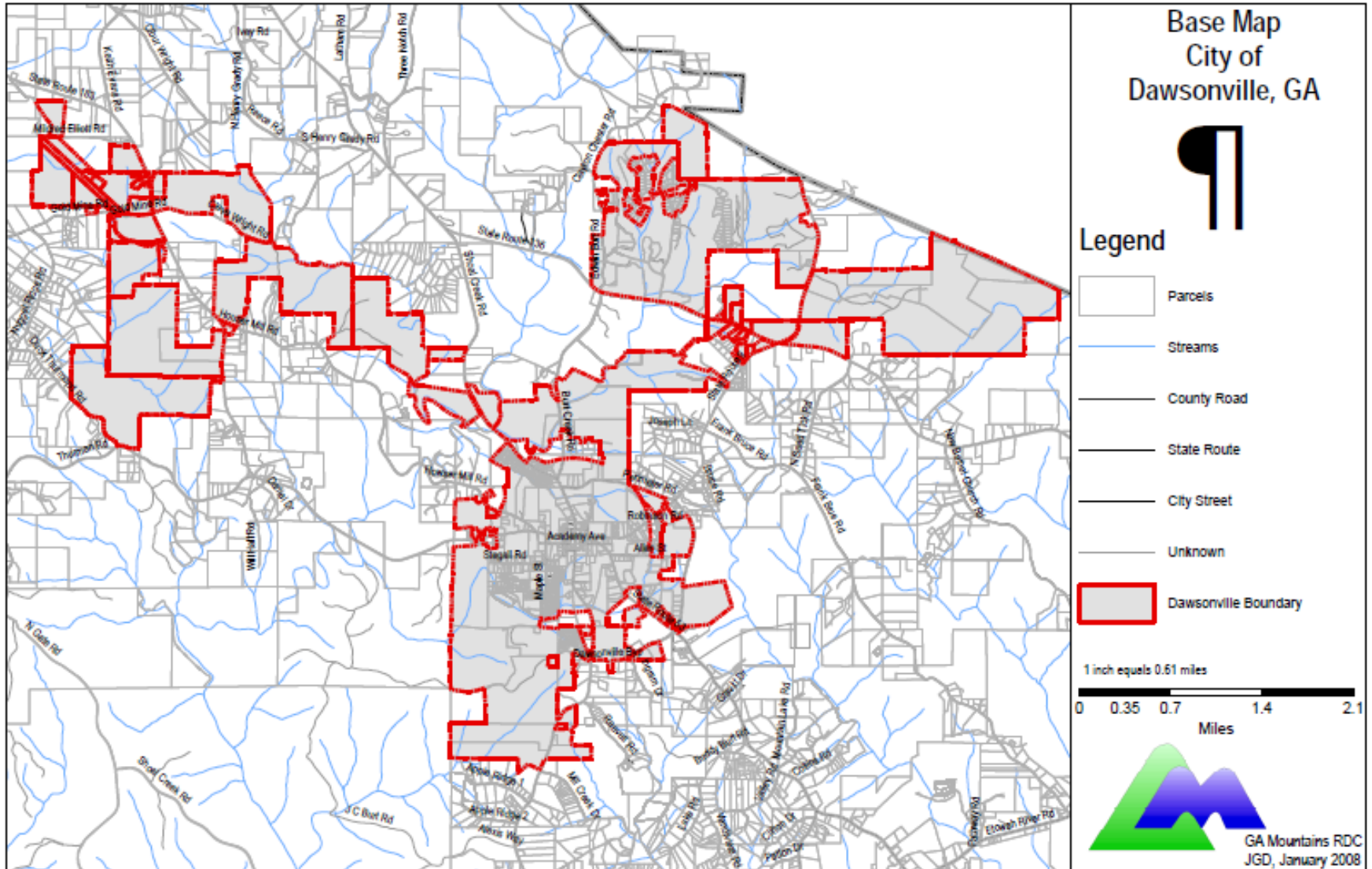
See procedures identified with L.O.S.T. Agreement and S.P.L.O.S.T. V Agreement.

5. Person completing form:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256
Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501
Phone number: _____ Date completed: **10-14-08**

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:



As per the Service Delivery Strategy Agreements for #1—Water Supply/Distribution, the City of Dawsonville provides within the incorporated areas unless agreed upon through an agreement between Etowah Water and Sewer Authority and the City of Dawsonville.