

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA – THURSDAY, MAY 5, 2022  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

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**UNFINISHED BUSINESS**

1. Presentation of Elliott Road Realignment and Widening- County Manager David Headley  
*(Last appeared on the February 17, 2022, Voting Session Agenda)*

**NEW BUSINESS**

1. Presentation of Request to Apply for a 2022 Community Oriented Policing Services (COPS) Grant- Sheriff Jeff Johnson
2. Presentation of Request to Accept FY 2022 Georgia Trauma Commission EMS Trauma Related Equipment Grant- Emergency Services Director Danny Thompson
3. Presentation of Request for FY 2023 Capital Funds for Georgia Department of Transportation Bus Lease- Senior Services Director Dawn Johnson
4. Presentation of FY 2023 Legacy Link Contract for Nutrition Program Services- Senior Services Director Dawn Johnson
5. Presentation of Insurance Renewal Options (Medical, Dental and Vision) for 2022-2023- Human Resources Director Kristi Finley / NFP Assistant Vice President Todd Hooper
6. Presentation of Request for Approval of 401(a) Retirement Plan Reinstatement- Human Resources Director Kristi Finley
7. Presentation of Application for Parade and Assembly - *Five Star NTP North Georgia Triathlon*- Planning & Development Director Sharron Farrell
8. Presentation of Short-Term Rental Ordinance Amendment- Planning & Development Director Sharon Farrell
9. Presentation of A&E Services - War Hill Park Master Plan and Environmental Assessment- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk
10. Presentation of Request to Write Off Old Outstanding Ambulance Accounts from 2014-2017- Chief Financial Officer Vickie Neikirk

11. Presentation of Board Appointments:

**a. Library Board**

- i. Tom Harter- *reappointment* (Term: July 2022 through June 2026)
- ii. Kathryn Reagan-Smith- *reappointment* (Term: July 2022 through June 2026)
- iii. Fred Meyer- *replacing Don Cargill* (Term: July 2022 through June 2024)

12. County Manager Report

13. County Attorney Report

***\*A Voting Session meeting will immediately follow the Work Session meeting.***

*Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.*



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Administration

Work Session: 05-05-2022

Prepared By: David Headley

Voting Session: 05-19-2022

Presenter: David Headley

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

Agenda Item: Update Concerning Proposed Widening of Elliott Road

**Background Information:**

The Elliott Road widening project begins at the intersection of Couch Road and terminates at the hair-pin curve at the intersection of Sunset Drive. There are 35 parcels, both commercial and residential bordering this portion of Elliott Road. Sunset Drive and Ruby Lane connect to Elliott Road, thereby providing access to an additional 30 residential properties. The asphalt paving widths along Elliott range from 12 to 23 feet. Elliott's right-of-way ranges from 12 feet to 40 feet.

**Current Information:**

Residents (mainly those living off Sunset Drive and Ruby Lane) have expressed concerns relating to the overall safety of Elliott Road. These concerns are based on sight distance, alignment, and pavement widths. Public Works has obtained a proposed realignment and widening design from Davis Engineering. The re-design provides a continuous 40-foot right-of-way and two 12-foot travel lanes. An open-forum meeting was held at Fire Station 2 on March 15 to discuss with residents the proposed project and the design received from Davis Engineering. Plats, legal descriptions and donation/waiver forms were distributed to residents. The forms provided options for property donations, offers of fair market value, or negotiations with the county for required property rights. To date, Public Works has received one donation/wavier form requesting fair market value, and one verbal response. The verbal response consisted of the resident stipulating that he would not sell nor would he donate.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
SPLOST VI	Public Works	To Be Determined	\$0.00	\$0.00	To Be Determined	

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: David Headley

Date: 4-26-2022

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Dawson County Sheriff's Office

Work Session: May 5, 2022

Prepared By: Sheriff Jeff Johnson

Voting Session: May 5, 2022

Presenter: Sheriff Jeff Johnson

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

Agenda Item Title: Presentation of Request to Apply for the 2022 COPS Grant

**Background Information:**

“The 2022 COPS Hiring Program is a competitive grant program designed to provide funds directly to law enforcement agencies to hire new or rehire existing career law enforcement officers to increase their community policing capacity and crime prevention efforts.”

Award will cover up to 75% of the salary and benefits with a minimum 25% local cash match. The maximum “per officer position” is \$125,000 over the three-year period.

**Current Information:**

Requesting board approval to apply for this grant.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **5.5.22**

Prepared By: **Danny Thompson**

Voting Session: **5.5.22**

Presenter: **Danny Thompson**

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

Agenda Item Title: **Ga. Trauma Grant**

Background Information:

In January of 2010, the State of Georgia Super Speeder Law went into effect. Fines collected under this law support the Georgia Trauma Commission statewide. 20% of these funds go to various EMS programs across the state and one of these programs is the Trauma Grant. Each licensed EMS service receives \$787.93 per licensed med unit.

Current Information:

Dawson County has been awarded \$5989.40 for this year's Trauma Grant. There is no match for the county, but the approved equipment has to be purchased and then we will be reimbursed. We would like to have approval to move forward with the purchase. We will be purchasing 3 Surface Pro computers to replace the Toughbooks assigned to the med units. We will need this ratified tonight.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: FDI

Date: 4.19.22

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services-Transit

Work Session: 5-5-2022

Prepared By: Dawn Johnson

Voting Session: 5-19-2022

Presenter: Dawn Johnson

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

Agenda Item Title: Request for FY 2023 Capital Funds for Bus Lease

**Background Information:**

Dawson County receives a new bus from GDOT when an older bus in our fleet system reaches either 5 years or 150,000 miles. The BOC approved a contract with GDOT for FY 2023 funding on 10-21-21 but this capital funding was not included.

**Current Information:**

GDOT will pay 90% Match with Federal and State funding and the county pays 10% Match. Bus #3633 is 7 years of age and has 113,000 miles on it currently. BOC approved contract with GDOT for FY 2023 funding on 10-21-21, but this capital funding was not included.

Budget Information: Applicable: Not Applicable: Budgeted: Yes XNo \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5540	331150-023	\$6,458			\$6,458

Recommendation/Motion: Approve FY2023 Capital Funds of \$6,458 for Bus Lease.

Department Head Authorization: Dawn Johnson

Date: 4-27-22

Finance Dept. Authorization: Vickie Neikirk

Date: 4/27/22

County Manager Authorization: David Headley

Date: 4-27-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**



# INVOICE

Invoice# INV-011795

Balance Due  
**\$6,458.00**

Bill To

**Dawson County-Commissioner of Roads & Revenue**

Dawn Johnson  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534

Invoice Date : 03.02.2022

#	Description	Qty	Rate	Amount
1	FY2023 Rolling Stock 10% Local Match - SV/L	1.00	6,458.00	6,458.00
			Sub Total	6,458.00
			<b>Total</b>	<b>\$6,458.00</b>
			<b>Balance Due</b>	<b>\$6,458.00</b>

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

## Dawson County-Commissioner of Roads & Revenue

Invoice Number	INV-011795
Invoice Date	03.02.2022
Amount Due	\$6,458.00

**Make all checks payable to:**

Georgia Department of Transportation  
P.O. Box 931831  
Atlanta, GA 31193-1831

**Make payments by ACH or Wire to:**

Routing# - 121000248  
Account# - 29794840000000006

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# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Work Session: May 5, 2022

Prepared By: Dawn Johnson

Voting Session: May 19, 2022

Presenter: Dawn Johnson

Public Hearing: Yes      No X

Agenda Item Title: Approval of FY2023 Legacy Link Contract

Background Information:

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

Current Information:

FY 2023 Contract: Federal/State Funds - \$185,128; County Match - \$367,382.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve the FY2022 Legacy Link Contract.

Department Head Authorization: Dawn Johnson

Date: 4-27-2022

Finance Dept. Authorization: Vickie Neikirk

Date: 4/27/22

County Manager Authorization: David Headley

Date: 4-27-2022

County Attorney Authorization:       

Date:       

Comments/Attachments:





April 21, 2022

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

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the Nutrition Program Services Contract for FY-2023 between The Legacy link, Inc. and the Dawson County Commission. This Contract is for the period of July 1, 2022 – June 30, 2023.

After the contracts have been reviewed and approved, **please sign, and notarize both copies and return both copies to The Legacy Link, Inc.**, Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc., will also sign them. A fully executed copy will then be returned to your office.

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

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark". The signature is written in a cursive style.

Linda Earls Clark  
Financial Specialist

Enclosure

Parties: The Legacy Link, Inc.  
P.O. Box 1480  
4080 Mundy Mill Road  
Oakwood, Georgia 30566  
Phone No: 770-538-2650

Dawson County Commission  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534  
Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2022 to June 30, 2023

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**AGREEMENT**

THIS AGREEMENT entered into this First day of July, 2022 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

**W I T N E S S E T H:**

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

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

WHEREAS, this component of said Area Plan also includes the provision of Alzheimer Respite

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

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

1. Term. The term of this Agreement shall be from July 1, 2022 to 12:00 Midnight, Eastern Daylight Time, June 30, 2023.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income

minority and rural elderly.

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

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 9,700 units of congregate nutrition services to 82 elderly persons, 31,600 units of home-delivered nutrition services to 125 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Alzheimer Respite Services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2022 to June 30, 2023. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2,925 units of Alzheimer Respite services to 5 persons in Dawson County. The hours of operation for Alzheimer Respite services are Mondays, Wednesday and Friday from 10:00 a.m. to 02:00 p.m.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2022 to June 30, 2023.

4. Reports.

(a) A financial report containing a statement of all

expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2022.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2022.

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

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

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2022, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty Two Thousand One Hundred Seventy One Dollars (\$62,171.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Seventeen Thousand Six Hundred Seventy Seven Dollars (\$17,677.00) and federal and state funds for home-delivered meals in the amount of Forty Eight Thousand Three Hundred Eight Dollars (\$48,308.00).

(d) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Sixteen Thousand Two Hundred Fifty Eight Dollars (\$16,258.00)

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Five Hundred Ninety Seven Dollars (\$4,597.00) will be available for nutrition site operations, and One Thousand Eight Hundred Six Dollars (\$1,806.00) for Alzheimer services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 9,700 congregate and 31,600 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Nineteen Thousand Six Hundred Seventy Five Dollars (\$19,675.00) for congregate meals and Seventy Nine Thousand Two Hundred Two Dollars (\$79,202.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Three Hundred Sixty Seven Thousand Three Hundred Eighty Two Dollars (\$367,382.00).

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

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

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

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

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

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2022 to June 30, 2023.

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

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

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

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

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

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

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

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

(l) Opinions of the Attorney General of Georgia;

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

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

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

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of

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

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

15. Non-discrimination in Employment or Services.

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

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



such plan.

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

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

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

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

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will

include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

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

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not

identify the Georgia Department of Human Services as a sponsoring agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

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

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

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

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

conduct of the work to be performed.

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

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

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

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

covered transactions.

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

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

31. Entire Agreement; Modification.

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

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

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

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

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

THE LEGACY LINK, INC.

By: \_\_\_\_\_  
Chief Executive Officer/AAA Director

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public

CONTRACTOR:  
DAWSON COUNTY COMMISSION

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

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: May 5, 2022

Prepared By: Kristi Finley

Voting Session: May 5, 2022

Presenter: NFP

Public Hearing: Yes  No

Agenda Item Title: Presentation of insurance renewal options for 2022-2023

**Background Information:**

Cigna is the current provider of medical, dental and vision plans.

**Current Information:**

To select Medical, Dental and Vision carrier.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

Dawson County  
Board of Commissioners  
July 1 Health Plan Renewal  
Review

May 5, 2022





## Renewal Review and Recommendations

## Renewal History

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- 2018 Plan Year Renewal
  - 83% Loss Ratio
  - +2.9% renewal increase
  - Negotiated to +1.3% = \$44,507
  
- 2019 Plan Year Renewal
  - 100% Loss Ratio
  - +16.6% renewal increase
  - Negotiated to +14.6% = \$519,976
  - Recommended Fully Insured, ACCG Pool option
    - +4.3% = \$47,043
    - Saved County \$472,933 with full insured arrangement
  
- 2020 Plan Year Renewal
  - Loss ratio 104%
  - ACCG block loss ratio 96.8%, blended for renewal underwriting 95.8%
  - Initial renewal +35.5%, \$1,378,825
  - NFP identified errors in underwriting calculations, revised renewal +20.3%, \$788,507
  - Negotiated renewal to +17.5%, \$678,977
  - Secured additional 2.5% discount with package of dental, life and voluntary life = \$97,000 savings
  - Overall renewal increase with no plan changes = \$582,000

## Renewal History (cont.)

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- 2021 Plan Plan Year Renewal
  - ACCG block loss ratio 98.7%, blended for renewal underwriting 96.8%
    - Initial ACCG/Anthem renewal +18.5%, \$735,928
    - Negotiated renewal +7%, \$278,649
  - Cigna initial proposal +9.5%, \$375,816
    - Negotiated renewal -1.3%, (\$49,957)
    - Secured additional 1% discount with package of dental and vision
    - Durable Medical equipment in HMO and POS plans covered at 100%

# Medical Renewal

	Cigna Current		Cigna Renewal		Cigna Negotiated Renewal				
	HMO	POS	HMO	POS	HMO	POS			
<b>Plan Name</b>	Q9P2 OAPIN (12366449)		Q9P2 OAP (12366450)		Q9P2 OAPIN (15766212)		Q9P2 OAP (15766214)		
<b>Provider Network</b>	OAPIN		OAP		OAPIN		OAP		
<b>Funding</b>	50% Dividend Elig		50% Dividend Elig		50% Dividend Elig		50% Dividend Elig		
<b>In-Network Benefits</b>									
<b>Office Visits (PCP/Specialist)</b>		\$30 / \$40	\$30 / \$60	\$30 / \$40	\$30 / \$60	\$30 / \$40	\$30 / \$60		
<b>Deductible</b>	Single	\$1,500	\$2,500	\$1,500	\$2,500	\$1,500	\$2,500		
	Family	\$4,500	\$7,500	\$4,500	\$7,500	\$4,500	\$7,500		
<b>Coinsurance</b>		80%	80%	80%	80%	80%	80%		
<b>Out of Pocket Maximum</b>	Single	\$3,500	\$7,900	\$3,500	\$7,900	\$3,500	\$7,900		
	Family	\$10,500	\$15,800	\$10,500	\$15,800	\$10,500	\$15,800		
<b>Hospital and Emergency</b>									
<b>Inpatient Hospital Copay</b>		Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins		
<b>Outpatient Hospital Copay</b>		Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins		
<b>Urgent Care</b>		\$75	\$75	\$75	\$75	\$75	\$75		
<b>Emergency Room</b>		\$300 + 20%	\$350 + 20%	\$300 + 20%	\$350 + 20%	\$300 + 20%	\$350 + 20%		
<b>Diabetic Equipment and Supplies</b>		100%	100%	100%	100%	100%	100%		
<b>Prescription Drugs</b>									
<b>Rx Deductible</b>		None	None	None	None	None	None		
<b>Tier 1 (Preferred Value/Generic)</b>		\$10	\$15	\$10	\$15	\$10	\$15		
<b>Tier 2 (Preferred Brand)</b>		\$30	\$35	\$30	\$35	\$30	\$35		
<b>Tier 3 (Nonpreferred)</b>		\$50	\$60	\$50	\$60	\$50	\$60		
<b>Tier 4 (Preferred Specialty)</b>		20% to \$200	25% to \$300	20% to \$200	25% to \$300	20% to \$200	25% to \$300		
<b>Out of Network Benefits</b>									
<b>Deductible</b>		No benefit	\$7,500 / \$20,000	No benefit	\$7,500 / \$20,000	No benefit	\$7,500 / \$20,000		
<b>Out of Pocket Maximum</b>		No benefit	\$23,700 / \$47,400	No benefit	\$23,700 / \$47,400	No benefit	\$23,700 / \$47,400		
<b>Coinsurance</b>		No benefit	60%	No benefit	60%	No benefit	60%		
<b>Rates by Plan</b>		<b>HMO</b>	<b>POS</b>	<b>Current</b>		<b>Renewal</b>		<b>Negotiated Renewal</b>	
Employee		45	56	\$743.16	\$673.48	\$883.27	\$839.94	\$776.94	\$739.56
Employee + Spouse		24	27	\$1,560.62	\$1,414.32	\$1,854.86	\$1,763.88	\$1,631.56	\$1,553.10
Employee + Child(ren)		12	4	\$1,449.15	\$1,313.29	\$1,722.36	\$1,637.89	\$1,515.02	\$1,442.16
Family		23	47	\$2,266.62	\$2,054.12	\$2,693.97	\$2,561.82	\$2,369.68	\$2,255.70
<b>Monthly Premium by Plan</b>		<b>104</b>	<b>134</b>	<b>\$140,419</b>	<b>\$177,698</b>	<b>\$166,893</b>	<b>\$221,619</b>	<b>\$146,803</b>	<b>\$195,136</b>
<b>Annual Premium by Plan</b>				<b>\$1,685,030</b>	<b>\$2,132,380</b>	<b>\$2,002,721</b>	<b>\$2,659,422</b>	<b>\$1,761,631</b>	<b>\$2,341,627</b>
				<b>Current</b>		<b>Renewal</b>		<b>Negotiated Renewal</b>	
<b>Combined Annual Plan Totals</b>				<b>\$3,817,410</b>		<b>\$4,662,143</b>		<b>\$4,103,259</b>	
<b>Combined Annual Cost Difference (\$)</b>				<b>-</b>		<b>\$844,734</b>		<b>\$285,849</b>	
<b>Combined Annual Cost Difference (%)</b>				<b>-</b>		<b>22.1%</b>		<b>7.5%</b>	

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

# Medical Options

Plan Name	Cigna Current		Cigna Negotiated Renewal		Packaged w/Dental, Vision Humana Proposed			
	OAP In	OAP	HMO	POS	HMO	POS		
	Q9P2 OAPIN (12366449)	Q9P2 OAP (12366450)	Q9P2 OAPIN (15766212)	Q9P2 OAP (15766214)	Plan 1	Plan 2		
<b>Provider Network</b>	OAPIN	OAP	OAPIN	OAP	HMO Premier	National POS OA		
<b>Funding</b>	50% Dividend Elig	50% Dividend Elig	50% Dividend Elig	50% Dividend Elig	Fully Insured	Fully Insured		
<b>In-Network Benefits</b>								
<b>Office Visits (PCP/Specialist)</b>	\$30 / \$40	\$30 / \$60	\$30 / \$40	\$30 / \$60	\$30 / \$45	\$35 / \$60		
<b>Deductible</b>	Single \$1,500 Family \$4,500	Single \$2,500 Family \$7,500	Single \$1,500 Family \$4,500	Single \$2,500 Family \$7,500	Single \$1,500 Family \$3,000	Single \$2,500 Family \$5,000		
<b>Coinsurance</b>	80%	80%	80%	80%	80%	80%		
<b>Out of Pocket Maximum</b>	Single \$3,500 Family \$10,500	Single \$7,900 Family \$15,800	Single \$3,500 Family \$10,500	Single \$7,900 Family \$15,800	Single \$4,000 Family \$8,000	Single \$7,900 Family \$15,800		
<b>Hospital and Emergency</b>								
<b>Inpatient Hospital Copay</b>	Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins		
<b>Outpatient Hospital Copay</b>	Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins	Ded + coins		
<b>Urgent Care</b>	\$75	\$75	\$75	\$75	\$75	\$75		
<b>Emergency Room</b>	\$300 + 20%	\$350 + 20%	\$300 + 20%	\$350 + 20%	\$350	\$350		
<b>Diabetic Equipment and Supplies</b>	100%	100%	100%	100%	100%	100%		
<b>Prescription Drugs</b>								
<b>Rx Deductible</b>	None	None	None	None	\$250 tier 4 only	\$250 tier 4 only		
Tier 1 (Preferred Value/Generic)	\$10	\$15	\$10	\$15	\$10	\$10		
Tier 2 (Preferred Brand)	\$30	\$35	\$30	\$35	\$40	\$40		
Tier 3 (Nonpreferred)	\$50	\$60	\$50	\$60	\$70	\$70		
Tier 4 (Preferred Specialty)	20% to \$200	25% to \$300	20% to \$200	25% to \$300	25%	25%		
<b>Out of Network Benefits</b>								
<b>Deductible</b>	No benefit	\$7,500 / \$20,000	No benefit	\$7,500 / \$20,000	No benefit	\$7,500 / \$15,000		
<b>Out of Pocket Maximum</b>	No benefit	\$23,700 / \$47,400	No benefit	\$23,700 / \$47,400	No benefit	\$23,700 / \$47,400		
<b>Coinsurance</b>	No benefit	60%	No benefit	60%	No benefit	60%		
<b>Rates by Plan</b>								
	HMO	POS	Current		Negotiated Renewal		Humana	
<b>Employee</b>	45	56	\$743.16	\$673.48	\$776.94	\$739.56	\$726.51	\$669.96
<b>Employee + Spouse</b>	24	27	\$1,560.62	\$1,414.32	\$1,631.56	\$1,553.10	\$1,453.03	\$1,339.92
<b>Employee + Child(ren)</b>	12	4	\$1,449.15	\$1,313.29	\$1,515.02	\$1,442.16	\$1,380.38	\$1,272.92
<b>Family</b>	23	47	\$2,266.62	\$2,054.12	\$2,369.68	\$2,255.70	\$2,324.85	\$2,143.87
<b>Monthly Premium by Plan</b>	<b>104</b>	<b>134</b>	<b>\$140,419</b>	<b>\$177,698</b>	<b>\$146,803</b>	<b>\$195,136</b>	<b>\$137,602</b>	<b>\$179,549</b>
<b>Annual Premium by Plan</b>			<b>\$1,685,030</b>	<b>\$2,132,380</b>	<b>\$1,761,631</b>	<b>\$2,341,627</b>	<b>\$1,651,221</b>	<b>\$2,154,590</b>
<b>Combined Annual Plan Totals</b>			<b>\$3,817,410</b>		<b>\$4,103,259</b>		<b>\$3,805,811</b>	
<b>Combined Annual Cost Difference (\$)</b>			-		<b>\$285,849</b>		<b>(\$11,598)</b>	
<b>Combined Annual Cost Difference (%)</b>			-		<b>7.5%</b>		<b>-0.3%</b>	

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Cigna plans includes coverage at 100% for DME and \$20,000 wellness fund.

Cigna plan includes 16-week diabetes prevention program through Omada, including access to virtual health coaching, online support groups, interactive lessons and a smart-technology scale. (10 members have enrolled in the program and 2 members were active as of 2/28/2022.)

Humana quote includes \$10,000 wellness fund, Go365, 1 month premium holiday and MER second year rate cap.

## Comprehensive Wellness

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Cigna and Humana are offering wellness funds and resources to engage with your existing wellness program to promote a healthier workforce and improve claims management.

- Cigna is offering \$20,000 wellness fund
  - Motivate Me program – program rewards are funded separately by employer’s wellness funds
  - Omada 16-week diabetes management program, virtual health coaching
  
- Humana is offering \$10,000 wellness fund
  - Go365 program – program rewards embedded in plan, no additional cost to employee or employer
  - Ability to earn a 5% to 8% premium discount for 2<sup>nd</sup> year based on wellness goals achieved in Go365 program
  
- NFP’s wellness director Ebony Marbury is available to facilitate these offerings with your benefits management team and assist with health welfare programs and incentives.

# Medical Disruption Review

Provider Name	City	State	Prov Type	Specialty	Claimants	Plan Amount	Cigna In network?	Humana POS In network?
NORTHEAST GEORGIA MEDICAL CENTER		GA	Fac	Hospital	25	\$163,422	Y	Y
NORTHSIDE HOSPITAL FORSYTH		GA	Fac	Hospital	26	\$71,392	Y	Y
SCOTTISH RITE CHILDRENS		GA	Fac	Hospital	6	\$21,484	Y	Y
Keith, Nabil T.	Dawsonville	GA	PCP	Family Medicine	37	\$12,747	Y	Y
Hendricks, Mark V.	Macon	GA	SPC	Pulmonary Disease	2	\$11,480	Y	Y
Ghosh, Ramzi N.	Dawsonville	GA	PCP	Family Medicine	33	\$6,853	Y	Y
Keating, William J.	Dawsonville	GA	PCP	Family Medicine	26	\$6,525	Y	Y
Pandya, Tanya O.	Atlanta	GA	PCP	Family Medicine	14	\$5,814	Y	Y - TIN Only
Mohan, Palghat V.	Stone Mountain	GA	PCP	Internal Medicine	1	\$5,740	Y	Y
Banks, Charlene D.	Atlanta	GA	PCP	Pediatrics	1	\$5,396	Y	Y - TIN Only
Jhaveri, Jaymin	Gainesville	GA	SPC	Mlp Radiation Oncology	1	\$4,413	Y	Y
Harper, Jameela L.	Gainesville	GA	SPC	Obstetrics/Gynecology	2	\$3,894	Y	Y
Northside Radiology Associates Pc	Cumming	GA	SPC	Mlp Radiology	25	\$3,885	Y	Y
Herzog, Greg A.	Gainesville	GA	SPC	Mlp Surgery, Orthopedic	1	\$3,772	Y	Y
Babao, Carmina F.	Dawsonville	GA	PCP	Pediatrics	11	\$3,416	Y	Y
Waters, Renee L.	Cumming	GA	PCP	Pediatrics	7	\$3,357	Y	N
Kress, Kenneth J.	Cumming	GA	SPC	Mlp Surgery, Orthopedic	2	\$3,081	Y	Y
Wang, Shaoshan S.	Gainesville	GA	SPC	Cardiovascular Disease	3	\$2,976	N	Y
Curtis, Brendon A.	Alpharetta	GA	SPC	Surgery, General	1	\$2,926	Y	Y
Gainesville Radiology Group Pc	Gainesville	GA	SPC	Radiology, Diagnostic	22	\$2,864	Y	Y
Gunter, Trey A.	Dawsonville	GA	PCP	Family Medicine	13	\$2,484	Y	Y
Omada Health Inc	San Francisco	CA	SPC	Unknown Specialty Other	10	\$2,415	Y	N
Nelson, John T.	Dawsonville	GA	PCP	Family Medicine	6	\$2,029	Y	Y
Binkley, Gerald A.	Dahlonega	GA	SPC	Mlp Surgery, Orthopedic	1	\$2,012	Y	Y
Blalock, Travis W.	Atlanta	GA	SPC	Dermatology	1	\$1,895	Y	Y
Khan, Jeremy S.	Cumming	GA	SPC	Cardiovascular Disease	3	\$1,806	Y	Y
Littlefield, William G.	Cumming	GA	SPC	Mlp Surgery, Orthopedic	2	\$1,769	Y	Y
Farrell, James S.	Snellville	GA	SPC	Mlp Urology	1	\$1,763	N	Y
Whitfield, Donna C.	Dahlonega	GA	PCP	Internal Medicine	3	\$1,714	Y	Y
Moers, Mark D.	Gainesville	GA	PCP	Family Medicine	6	\$1,713	Y	Y - TIN Only
Khichi, Sunny S.	Roswell	GA	SPC	Mlp Otolaryngology (Ear, Nose, And Throat)	3	\$1,688	Y	Y
Rodriguez, Manuel D.	Roswell	GA	PCP	Internal Medicine	2	\$1,645	Y	Y - TIN Only
Westmoreland, Heather L.	Cumming	GA	SPC	Cardiovascular Disease	3	\$1,621	Y	Y
Potts, Christopher A.	Alpharetta	GA	SPC	Mlp Surgery, Orthopedic	4	\$1,508	Y	Y
Wilson, Wallace E.	Atlanta	GA	SPC	Mlp Surgery, Orthopedic	2	\$1,482	Y	Y
Goldberg, Jeffrey E.	Suwanee	GA	SPC	Mlp Otolaryngology (Ear, Nose, And Throat)	1	\$1,431	Y	Y
Lee, Soo Jin	Dawsonville	GA	PCP	Family Medicine	3	\$1,412	Y	Y - TIN Only
Berman, Kevin S.	Alpharetta	GA	SPC	Dermatology	2	\$1,373	Y	Y - TIN Only
Fukuzato, Patricia G.	Cumming	GA	SPC	Optometry	4	\$1,342	Y	Y
Sisawala, Falguni J.	Gainesville	GA	SPC	Anesthesiology	1	\$1,342	Y	Y
Bounkeua, Viengngeun	Dawsonville	GA	SPC	Obstetrics/Gynecology	5	\$1,335	Y	Y
Finkelstein, Eli A.	Roswell	GA	SPC	Physical Medicine	1	\$1,310	Y	Y
Wood, Karen B.	Hoschton	GA	SPC	Obstetrics/Gynecology	4	\$1,253	Y	Y
Goodman, Marcus B.	Orlando	FL	SPC	Dermatology	5	\$1,175	Y	Y
Kalarickal, John L.	Braselton	GA	SPC	Gastroenterology	3	\$1,159	Y	Y
Das, Titu D.	Roswell	GA	SPC	Mlp Infectious Disease	1	\$1,089	Y	Y
The Little Clinic Of Georgia Llc	Cleveland	OH	PCP	Family Medicine	14	\$1,072	Y	Y
Faruqi, Ayesha A.	Roswell	GA	SPC	Mlp Infectious Disease	1	\$1,051	Y	Y
Harmon, Paula J.	Atlanta	GA	SPC	Mlp Otolaryngology (Ear, Nose, And Throat)	1	\$1,033	Y	Y
Katz, Jonathan S.	Buford	GA	SPC	Surgery, Hand	1	\$1,032	Y	Y

Summary	Cigna	Humana POS
Total Charges	\$391,389	\$391,389
In Network (\$)	\$386,651	\$385,617
In Network (%)	98.8%	98.5%

This comparison is intended to illustrate the carrier's proposed networks and should not be relied upon to fully determine network accessibility. Refer to carrier's renewal/proposal for a full representation of coverage terms and conditions.

# Dental Options

		Cigna Current	Cigna Renewal	Humana Option 2
<b>Deductible</b>				
Individual		\$50	\$50	\$50
Family		\$150	\$150	\$150
<b>Coinsurance</b>				
Type A: Preventive Services		100%	100%	100%
Type B: Basic Services		80%	80%	80%
Type C: Major Services		50%	50%	50%
Type D: Orthodontia		50%	50%	50%
<b>Maximums</b>				
Annual Per Member		\$1,000	\$1,000	\$1,000
Lifetime Orthodontia		\$1,000	\$1,000	\$1,000
<b>Procedures</b>				
Oral Exams		Type A	Type A	Type A
Bitewing X-rays		Type A	Type A	Type A
Full Mouth/Panoramic X-rays		Type A	Type A	Type A
Fluoride		Type A	Type A	Type A
Sealants		Type A	Type A	Type A
Space Maintainers		Type B	Type B	Type A
Simple Extractions		Type B	Type B	Type B
Complex Extractions		Type B	Type B	Type B
Simple Periodontics		Type B	Type B	Type B
Periodontal Surgery		Type B	Type B	Type B
Simple Endodontics		Type B	Type B	Type C
Complex Endodontics		Type B	Type B	Type C
Crowns		Type C	Type C	Type C
Crown Frequency		1 in 5 Years	1 in 5 Years	1 in 5 Years
Implants		Type C	Type C	Type C
Orthodontics (Child and/or Adult)		Child only	Child only	Child only
UCR Percentage		95%	95%	~85%
Annual OE		Yes	Yes	Yes
<b>Employer Contribution</b>		NA	NA	100%
<b>Participation Requirement</b>		74%	74%	100%
<b>Rate Guarantee</b>		1 Year	1 Year	1 Year
<b>Estimated Enrollment</b>				
	<b>Census</b>	<b>Current</b>	<b>Renewal</b>	<b>Humana</b>
Employee	100	\$27.53	\$28.63	\$28.84
Employee + Spouse	49	\$55.94	\$58.18	\$58.60
Employee & Child(ren)	18	\$69.01	\$71.77	\$72.29
Family	61	\$97.30	\$101.19	\$101.93
<b>Total Monthly Premium By Plan</b>		<b>\$12,672</b>	<b>\$13,178</b>	<b>\$13,274</b>
<b>Total Annual Premium By Plan</b>		<b>\$152,058</b>	<b>\$158,141</b>	<b>\$159,292</b>
<b>Annual Difference from Current (\$)</b>		-	\$6,082	\$7,234
<b>Annual Difference from Current (%)</b>		-	4.0%	4.8%



# Dental Disruption Review

Provider Name	City	State	Charges	Cigna In network?	Humana In network?
Mcguinn Davis, Leslie M.	Dawsonville	GA	\$6,511	Y	Y
Harris Family Dentistry	Dawsonville	GA	\$6,009	N	N
Haffner, John J.	Cumming	GA	\$5,292	Y	Y
Bmh Dentistry Pc	Dawsonville	GA	\$4,402	N	N
Ritu Nagar Dmd	Dawsonville	GA	\$2,165	N	N
Chester, Tony A.	Dawsonville	GA	\$1,948	N	N
Dentistry For Children Of Georgia Llc	Atlanta	GA	\$1,686	N	Y
Northeast Ga Dental Group Llc	Gainesville	GA	\$1,650	N	N
Blue Ridge Dental Pc Inc	Blue Ridge	GA	\$1,594	N	N
Causey Orthodontics Llc	Cumming	GA	\$1,472	N	N
Etezadi-Tabrizi, Abtin	Dawsonville	GA	\$1,447	Y	Y
Taylor, Jonathan R.	Gainesville	GA	\$1,341	Y	Y
Barden, Page P.	Cumming	GA	\$1,291	N	Y
Marshall & Baxter Inc	Winder	GA	\$1,221	N	N
Lauren Palmer Freitag Dmd	Dawsonville	GA	\$1,095	N	Y
S Montes Dds	Cumming	GA	\$1,047	N	N
Associates Of Family Dentistry	Cleveland	GA	\$1,006	N	N
Bruce M Beckham	Gainesville	GA	\$1,000	N	N
Phelan, Michael K.	Dawsonville	GA	\$1,000	Y	Y
Lee, Brian Y.	Cumming	GA	\$978	Y	Y
Garabadian, Daniel C.	Cumming	GA	\$935	N	Y
Advanced Dental Associates	Cumming	GA	\$853	N	N
Jennifer Sherwood Bragg Dmd	Cumming	GA	\$828	N	N
Threadgill, Jonathan M.	Cumming	GA	\$819	Y	N
Coakley, Kalee A.	Ellijay	GA	\$660	N	Y
Hahn, Steve T.	Acworth	GA	\$652	Y	N
Jason C Croft Dmd	Gainesville	GA	\$636	N	Y
Fernando Camba, John F.	Alpharetta	GA	\$629	Y	N
Benton, Bryan M.	Marietta	GA	\$599	Y	Y
Gallo Dental Care Llc	Gainesville	GA	\$582	N	Y
Huthwaite & Huthwaite Dmd Pc	Gainesville	GA	\$526	N	Y
Esler, Teresa A.	Cumming	GA	\$510	Y	N
Vaughn, Ryan M.	Gainesville	GA	\$495	N	Y
Freitag, Lauren P.	Dawsonville	GA	\$492	Y	Y
Martin, Steven D.	Alpharetta	GA	\$470	Y	Y
Swain, Susan A.	Cumming	GA	\$466	Y	N
Nicola, Anca A.	Sugar Hill	GA	\$442	N	Y
A Curington Dds	Buford	GA	\$419	N	Y
Eric C Pryor Dds	Jasper	GA	\$405	N	N
Peets Iii, Norman D.	Gainesville	GA	\$399	Y	N
Ullah, Anjum	Cumming	GA	\$371	Y	Y
Joseph Jackson Dds	Gainesville	GA	\$344	N	Y
Devine, Tim D.	Cumming	GA	\$338	Y	N
Alla V Brown	Buford	GA	\$293	N	Y
Alla V Brown	Buford	GA	\$293	N	N
Etezadi-Tabrizi, Abtin	Newnan	GA	\$284	N	N
Eric W Jones Dmd	Flowery Branch	GA	\$278	N	Y
Short, Kevin	Cumming	GA	\$267	Y	N
Trotter Patel Pediatric Dentistry & Orthodontics	Canton	GA	\$258	N	Y

This comparison is intended to illustrate the carrier's proposed networks and should not be relied upon to fully determine network accessibility. Refer to carrier's renewal/proposal for a full representation of coverage terms and conditions. Networks subject to change without notice. Always contact your provider prior to making an appointment to confirm network status before making an appointment.

Summary	Cigna	Humana
Total Charges	\$58,698	\$58,698
In Network (\$)	\$22,580	\$28,442
In Network (%)	38.5%	48.5%

# Vision Options

**Requires packaging with Medical or Dental**

	Cigna		Humana
	Current	Renewal	Option 2
Plan Name	C1 - Standard PPO Comprehensive Plan	C1 - Standard PPO Comprehensive Plan	Custom 0/15 130 130
Network	Cigna	Cigna	EyeMed Insight
<b>In-Network Benefit</b>			
Copays (Exams/Materials)	\$20 / \$20	\$20 / \$20	\$0 / \$15
Exam	\$20 copay	\$20 copay	\$0 copay
Eyeglass Lenses (Single/Bifocal/Trifocal)	\$20 copay	\$20 copay	\$15 copay
Frame Allowance	\$130	\$130	\$130
<b>Frequency</b>			
Exams	12 months	12 months	12 months
Lenses or Contact Lenses	12 months	12 months	12 months
Frames	12 months	12 months	12 months
<b>Contact Lenses</b>			
Contact Lens Fit & Follow Up (Std/Prem)	Deduct from allowance	Deduct from allowance	Up to \$40 INN
Contact Lens Allowance - Elective	\$130	\$130	\$130
Contact Lenses - Medically Necessary	Covered in Full	Covered in Full	Covered in Full
<b>ER Contribution</b>	None	None	pending
<b>Participation Requirement</b>	15%	15%	Current
<b>Rate Guarantee</b>	-	2 Years	2 Years
<b>Rates</b>			
	<b>Census</b>	<b>Current</b>	<b>Renewal</b>
Single	88	\$5.53	\$5.81
Employee + Spouse	57	\$10.29	\$10.80
Employee + Child(ren)	14	\$10.83	\$11.37
Family	48	\$15.93	\$16.73
<b>Monthly Premium</b>		<b>\$1,989</b>	<b>\$2,089</b>
<b>Annual Premium</b>		<b>\$23,873</b>	<b>\$27,384</b>
<b>Annual Cost Difference (\$)</b>		-	\$1,196
<b>Annual Cost Difference (%)</b>		-	5%

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Full materials allowance is not available at Walmart, Sam's Club and Costco locations.

Humana plan excludes retirees.

Cigna not does offer standalone vision. If Dawson elects to move medical and dental from Cigna, Vision must be moved as well.

# Vision Disruption Review

Provider Name	Provider First Name	Provider Last Name	City	State	# Claims	Cigna In network?	Humana In network?
DASINGER OD, MICHAEL C	MICHAEL	DASINGER	DAWSONVILLE	GA	17	Y	Y
DASINGER OD, KELLEY	KELLEY	DASINGER	DAWSONVILLE	GA	11	Y	Y
CONNELL OD, MICHAEL J	MICHAEL	CONNELL	DAWSONVILLE	GA	9	Y	Y
THOMASON OD, KARLA	KARLA	THOMASON	DAWSONVILLE	GA	9	Y	Y
ROBINSON III OD, LEROY W	LEROY	ROBINSON III	GAINESVILLE	GA	5	Y	N
FUKUZATO OD, PATRICIA G	PATRICIA	FUKUZATO	CUMMING	GA	5	Y	Y
HERBERT B. HAHN OD OD HERBERT	HERBERT	HAHN	DAWSONVILLE	GA	4	N	Y
JABALEY OD, RICHARD G	RICHARD	JABALEY	DAHLONEGA	GA	3	Y	Y
BURKE OD, BRIAN P	BRIAN	BURKE	DAWSONVILLE	GA	3	Y	Y
KRYSTLE KENNEDY	KRYSTLE	KENNEDY	DAWSONVILLE	GA	2	N	N
KIM OD, JEUNG H	JEUNG	KIM	DAWSONVILLE	GA	2	Y	Y
ROSSOW MD, TAYLOR	TAYLOR	ROSSOW	GAINESVILLE	GA	2	Y	N
HAHN OD HERBERT B	HERBERT	HAHN	DAWSONVILLE	GA	2	N	Y
ROBERTS OD, MICHAEL I	MICHAEL	ROBERTS	CUMMING	GA	2	Y	Y
VISIONWORKS OPTICAL NA			CUMMING	GA	2	Y	N
LUKE OD, TIFFANY P	TIFFANY	LUKE	FLOWERY BRANCH	GA	2	Y	Y
ROBBINS OD, DONALD L	DONALD	ROBBINS	CLEVELAND	GA	2	Y	Y
ATL OPTICAL LLC			DAWSONVILLE	GA	1	N	N
LENSCRAFTERS NA			CUMMING	GA	1	N	Y
CUMMINC VISION CARE PC			DULUTH	GA	1	N	N
GENERAL OPTICIAN			DAWSONVILLE	GA	1	N	N
LENSCRAFTERS 5605			CUMMING	GA	1	N	Y
MICHAEL HUNG	MICHAEL	HUNG	DULUTH	GA	1	N	Y
WALMART OPTICAL 1004 NA			CUMMING	GA	1	N	Y
NORTH ATLANTA FAMILY EYE CARE			CUMMING	GA	1	N	Y
KURTH OD, AMY L	AMY	KURTH	CANTON	GA	1	Y	Y
DHOLAKIA MD, BHAIKAVI K	BHAIKAVI	DHOLAKIA	CUMMING	GA	1	Y	Y
RIMMER OD, RENEE S	RENEE	RIMMER	BLUE RIDGE	GA	1	Y	Y
HADEN OD, DEREK	DEREK	HADEN	COMMERCE	GA	1	Y	Y
KLEINERT OD, KEITH	KEITH	KLEINERT	BALDWIN	GA	1	Y	Y
VISIONWORKS OPTICAL 545 NA			GAINESVILLE	GA	1	Y	N

This comparison is intended to illustrate the carrier's proposed networks and should not be relied upon to fully determine network accessibility. Refer to carrier's renewal/proposal for a full representation of coverage terms and conditions. Networks subject to change without notice. Always contact your provider prior to making an appointment to confirm network status before making an appointment.

Cigna does not make paid claims available with this report.

Summary	Cigna	Humana
Total Claims	96	96
In Network #	80	81
In Network %	83%	84%

# Vision Retail Network Review

Networks Utilized	Cigna Cigna Vision	Humana Insight Network
America's Best	Not included	Included
Costco	Included	Not included
Eyeglass World	Not included	Included
LensCrafters	Not included	Included
Pearle Vision	Included	Included
Sam's Club	Not included	Not included
Target Optical	Included	Included
Visionworks	Included	Not included
Wal-Mart	Not included	Included*

Recommendations

## Recommendations

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- Ancillary Benefits/Coverage
  - Basic Life Standard = Year 2 of 3 year rate guarantee, line of duty benefit, no increase
  - Voluntary Life Standard = Year 2 of 3 year rate guarantee, portability, annual increase of one increment, no rate increase
  - Short Term Disability = Standard, Year 2 of 3 year rate guarantee, blended due to age bands
  - Long Term Disability = Standard, Year 2 of 3 year rate guarantee, blended due to age bands
  - Rightway Telemedicine/Health App – No increase
- Cigna:
  - Dental Cigna increase of \$6,082 annually
  - Vision Cigna increase of \$1,196 annually
- Cigna's proposal is focused on minimizing plan design disruption, 2<sup>nd</sup> year of carrier relationship and employee understanding of plan design and use. Last year Cigna offered a -1.8% decrease while improving over the prior year's plan design. Last years rate decrease, when combined with the increase this year equates to an average increase of 2.85%. That is less than medical trend and general consumer inflation.
- Humana:
  - Dental Cigna increase of \$7,234 annually
  - Vision Cigna increase of \$3,510 annually
- Humana's proposal would result in a 0.3% annual premium reduction and a one month premium holiday. In addition, the Go365 Wellness Program when fully engaged during 2022-2023 can provide an additional 5% to 8% annual savings on the 2024 year premium.





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: May 5, 2022

Prepared By: Kristi Finley

Voting Session: May 5, 2022

Presenter: Kristi Finley

Public Hearing: Yes  No

Agenda Item Title: Request for approval of 401a Retirement Plan Reinstatement.

**Background Information:**

Renewal of existing plan.

**Current Information:**

No changes or updates.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**



**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
401(a) DEFINED CONTRIBUTION PLAN  
FOR  
DAWSON COUNTY EMPLOYEES**

**ARTICLE I: PURPOSE**

The undersigned **Dawson County, Georgia**, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

**TYPE OF PLAN ADOPTION**

- New Plan
- Amendment and Restatement of Previously Adopted Plan
- Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

**ARTICLE II: DEFINITIONS**

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

**2.09 COMPENSATION**

**Compensation Defined**

- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Other Definition of Compensation (See Additional Provisions Addendum)

**Determination Period Defined for Compensation**

- The Plan Year (Default provision)
- The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning \_\_\_\_\_ (day)  
\_\_\_\_\_ (month)

**2.11 DISABILITY OR DISABLED**

- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other Definition of Disability (See Additional Provisions Addendum)

**2.14 EFFECTIVE DATE**

- New qualified Plan with an Effective Date of \_\_\_\_\_, 20\_\_ (the “Original Effective Date”).
- Amendment and restatement of a previously established qualified Plan with a previous Effective Date of **January 1, 2007** (the “Original Effective Date”). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2022**.  

[The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

**2.16 ELIGIBILITY COMPUTATION PERIOD**

- The 12-consecutive-month period beginning on the Employee’s Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee’s Employment Commencement Date. (Default)
- The 12-consecutive-month period beginning on the Employee’s Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee’s Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee’s Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

**2.17 ELIGIBLE EMPLOYEE**

<u>Employees, other than Elected Officials</u>		Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Senior Management Only (Specify Eligible Positions: _____ _____)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Full-time Employees only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Working for the Employer at least <b>thirty-two (32)</b> Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)		
<input type="checkbox"/>	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	<input type="checkbox"/>	<input type="checkbox"/>

[--] Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum) [--] [--]

**Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)** Include Exclude

County Commissioners [X] [--]

Coroner [X] [--]

Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum) [--] [X]

**Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)**

Sheriff [X] [--]

Tax Commissioner (elected before 7/1/2012) [X] [--]

Clerk of Superior Court [X] [--]

Chief Magistrate Judge [X] [--]

Assistant Magistrate Judge(s) [--] [X]

Probate Court Judge [X] [--]

Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum) [--] [X]

**Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)**

State Court Judge [--] [X]

Superior Court Judge [--] [X]

Solicitor or Solicitor General [--] [X]

District Attorney [--] [X]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum) [--] [X]

**Other Personnel Eligible for one or more State of Georgia Retirement Systems**

Employees of Tax Commissioners (hired before 7/1/2012) [--] [--]

**Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)**

Tax Commissioner (hired on or after 7/1/2012) [X] [--]

Employees of Tax Commissioners (hired on or after 7/1/2012) [X] [--]

**Other Personnel Receiving Supplemental Compensation from the Employer**

Extension Agents [--] [X]

Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum)      [--]      [X]

<b><u>Excluded Employees</u></b>		<b>Include</b>	<b>Exclude</b>
[X]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	[--]	[X]
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
[--]	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
[--]	Juvenile Court Judges	[--]	[--]
[--]	Nonresident Aliens	[--]	[--]
[--]	Other Excluded Employees (See Additional Provisions Addendum)	[--]	[--]

**2.23    EMPLOYER**

The term “Employer” means **Dawson County, Georgia**

Employer EIN: **58-6011882**

Employer Fiscal year: **January 1 – December 31**

**2.28    ENTRY DATE**

**Entry Date for Employee Contributions**

- [--]      The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--]      The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--]      The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--]      The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--]      Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Basic Contributions**

- [--]      The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--]      The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--]      The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--]      The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

- [--] Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Discretionary Contributions**

- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Matching Contributions**

- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [X] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

**2.31 HOURS OF SERVICE METHOD**

**Eligibility Service**

- [X] Not Applicable
- [--] 1000 Hours of Service in an Eligibility Computation Period
- [--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): \_\_\_\_\_

**Vesting Service**

- [X] Not applicable
- [--] 1000 Hours of Service in a Vesting Computation Period
- [--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): \_\_\_\_\_

**2.36 LIMITATION YEAR**

- [--] Calendar Year
- [X] Plan Year
- [--] Fiscal year

[--] Other: 12 month period ending on the following date: \_\_\_\_\_

**2.39 NORMAL RETIREMENT AGE**

The term “Normal Retirement Age” means:

[X] Age 65

[--] Age \_\_\_\_ (specify between 55 and 64, inclusive)

[--] Later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ anniversary (not to exceed 5th) of the Participant’s Employment Commencement Date

[--] Age: \_\_\_\_ (not to exceed 65) plus Years of Service \_\_\_\_\_ (specify) (Year of Service requirement shall not cause any Participant’s Normal Retirement Age to exceed 65)

**2.44 PLAN**

The name of the Plan as adopted by the Employer is the:

[X] “ACCG 401(a) Defined Contribution Plan for Dawson County Employees”

[--] “ACCG 401(a) Defined Contribution Plan for Senior Management Employees of \_\_\_\_\_ County”

**2.61 YEAR OF SERVICE**

**Method of Measurement for Eligibility Purposes**

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum

[X] Elapsed Time Method:

A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee’s first day of employment by the Employer and prior to the Employee’s Severance from Employment Date

**Adjustments to Years of Service for Eligibility Purposes**

[X] Service Before the Original Effective Date of the Plan included

[--] Service Before the Original Effective Date of the Plan excluded

[X] Service Before the Effective Date of this amended and restated Plan included

[--] Service Before the Effective Date of this amended and restated Plan excluded

[--] Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

- [--] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

**Method of Measurement for Vesting Purposes**

- [--] Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [X] Elapsed Time Method:  
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

**Vesting Computation Period**

- [X] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)
- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

**Adjustments to Years of Service for Vesting**

- [X] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [X] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Unused Sick Leave included
- [--] Unused Annual Leave included
- [--] Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- [X] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

## **ARTICLE III: PARTICIPATION AND SERVICE**

### **3.01 PARTICIPATION ELIGIBILITY**

#### **Eligibility Date Determination for Employee Contributions**

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- [--] Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

#### **Eligibility Date Determination for Employer Basic Contributions**

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- [--] Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

#### **Eligibility Date Determination for Employer Discretionary Contributions**

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- [--] Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

#### **Eligibility Date Determination for Employer Matching Contributions**

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- [X] Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)



**3.06 ELECTION NOT TO PARTICIPATE**

- [--] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee *first* becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- [X] Employees may not elect out of participating in the Plan.

**ARTICLE IV: CONTRIBUTIONS****4.01 EMPLOYEE CONTRIBUTIONS****Mandatory Employee Contributions**

- [X] Not Required
- [--] Required in the amount of \_\_\_\_\_ (\_\_\_\_%) of Compensation per payroll period effective as of \_\_\_\_\_ [May not exceed 100%.]

**Employee After Tax Contributions**

- [X] Not Permitted
- [--] Permitted up to \_\_\_\_\_% of Compensation [May not exceed 100%.]
- [--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

**4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS****Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- [X] No Basic Contributions
- [--] Basic Contributions equal to \_\_\_\_\_ percent (\_\_\_\_%) of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_\_) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times number of each Participant's points.
- [--] Points for each year of age (in whole numbers): \_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers): \_\_\_\_\_
- [--] Points for each unit of Compensation: \_\_\_\_\_
- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- [--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period: \_\_\_\_\_ (must be at least annual)
- Basic Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Basic Contributions**

- No additional requirements
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

**Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- No Discretionary Contributions
- Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
  - Pro-Rata Based on Compensation
    - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year
  - Fixed Dollar Formula
    - Each Participant shall be credited with an equal dollar amount
  - Discretionary Contributions allocated based on Points
  - Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly
- On a quarterly basis
- On an annual basis
- Other remittance period for Discretionary Contributions: \_\_\_\_\_ (must be at least annual)

- Discretionary Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Discretionary Contributions**

- No additional requirements [**Must elect if made less frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

**4.03 EMPLOYER MATCHING CONTRIBUTIONS**

**(Matching Contributions may not exceed 100% of Compensation.)**

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to **one hundred percent (100%)** of the first **five percent (5.0%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **five percent (5.0%)** of Compensation or \$(N/A).
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- Other Matching Contribution Formula (See Additional Provisions Addendum)
- Discretionary Matching Contributions as determined each year by the Employer  
Matching Contributions shall be made on the following types of deferrals:
- Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- On a payroll basis
- On a monthly basis

- On a quarterly basis
- On an annual basis
- Other remittance period for Matching Contributions: \_\_\_\_\_ (must be at least annual)
- Matching Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

**Employer Matching Contribution Eligibility Requirements**

- No requirements [**Must elect if made more frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

**4.05 ROLLOVER CONTRIBUTIONS**

- No rollovers permitted
- Eligible rollover contributions permitted to be made by:
- Eligible Employees, whether or not a Plan Participant
- Plan Participants Only

**4.07 QUALIFIED MILITARY SERVICE**

**Employer Contributions (Other Than Matching) Upon Return to Employment**

- Mandatory Employee Contributions required to receive Employer Contributions

**Employer Matching Contributions Upon Return to Employment**

- Elective deferrals under the Employer’s 457(b) Plan must be made up to receive Employer Matching Contributions
- Elective deferrals under the Employer’s 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

**Employer Contributions Upon Death**

- Employer Contributions made for a Participant who dies during Qualified Military Service
- Employer Basic Contributions
- Employer Discretionary Contributions
- Employer Matching Contributions

**Employer Contributions Upon Disability**

- Employer Contributions made for a Disabled Participant during Qualified Military Service:
- Employer Basic Contributions
- Employer Discretionary Contributions
- Employer Matching Contributions

**Vesting Upon Disability**

- Service for vesting purposes granted to a Disabled Participant during Qualified Military Service. (Must select if making Employer Contributions for Disabled Participants)

**Differential Wage Payments**

- Differential Wage Payments treated as Compensation during Qualified Military Service

**ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**

**5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS**

**Maximum Permissible Amount for Participants Covered by Another Plan**

- Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- Maximum Contributions up to Section 415 limit made to this Plan
- See Additional Provisions Addendum.

**ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**

**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

**Vesting for Employer Basic Contribution**

- 100% Vesting immediately upon Entry Date
- | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
|--|----------------------------------|
| Less than ____ ( ) years                       | 0 %                              |
| _____ ( ) years or more                        | 100 %                            |
- | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
|--|----------------------------------|
|--|----------------------------------|

___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years or more	___%

Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

**Vesting for Employer Discretionary Contribution**

100% Vesting immediately upon Entry Date

<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
___	years	___%
___	years	___%
___	years	___%
___	years	___%
___	years	___%
___	years or more	___%

Less than \_\_\_ ( ) years 0 %

\_\_\_ ( ) years or more 100 %

Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

**Vesting for Employer Matching Contribution**

100% Vesting immediately upon Entry Date

<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
___	years	___%
___	years	___%
___	years	___%
___	years	___%
___	years	___%
___	years or more	___%

Less than \_\_\_ ( ) years 0 %

\_\_\_ ( ) years or more 100 %

Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

**6.04 IN-SERVICE WITHDRAWALS.**

No in-service withdrawals permitted

In-Service withdrawals shall be permitted as designated below.

After-tax Accounts may be withdrawn at any time

Rollover Accounts may be withdrawn at any time

Withdrawals from vested Accounts on and after attainment of age \_\_\_\_\_

- Withdrawals from vested Accounts on and after Normal Retirement Age
- Active Military Distribution
- Withdrawal after \_\_\_\_\_ years of participation (must be at least 5) of the lesser of \_\_\_\_\_ (specify a dollar amount) or 100% of the Participant's Vested Account
- Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

## **ARTICLE VII: DEATH BENEFITS**

### **7.01 DEATH BENEFITS**

- Death benefits paid in one lump sum
- Death Benefits paid in any form permitted under the Plan for Participants
- Other forms of Death Benefit payment (see Forms of Payment Addendum)

## **ARTICLE VIII: PAYMENT OF BENEFITS**

### **8.01 NORMAL PAYMENT FORMS**

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a)(i)and(ii) (Lump sums or installment)
- Other forms of distributions permitted (see Forms of Payment Addendum)

### **8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.**

- The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.
- If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)
- \$1000 or less
- The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

## ARTICLE IX: TRUST FUND INVESTMENTS

### 9.03 PARTICIPANT DIRECTION OF INVESTMENTS

#### Accounts Invested by Participants

[X]	Participants direct investment of all Accounts		
[--]	Direct investment of following Accounts only:	<u>Participant</u>	<u>Employer</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

#### Self-directed Brokerage

[X]	Self-directed Brokerage not permitted		
[--]	Self-directed Brokerage permitted for all Participants' Accounts		
[--]	Self-directed Brokerage permitted for following Accounts only:	<u>Yes</u>	<u>No</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]



## **MISCELLANEOUS**

### **ADDITIONAL PROVISIONS AND PROTECTED BENEFITS**

- [X]** The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

### **SUPERSEDING PROVISIONS**

- [--]** The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

### **RELIANCE ON OPINION LETTER**

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

### **ELECTRONIC SIGNATURE AND RECORDS**

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

### **ACCG BASIC PLAN DOCUMENT INFORMATION**

Preapproved Plan Sponsor:

Association County Commissioners of Georgia  
191 Peachtree Street #700  
Atlanta, Ga 3030  
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

**DAWSON COUNTY**

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

Title: \_\_\_\_\_

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

**ACCEPTANCE (on behalf of the DC Board):**

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

Title: \_\_\_\_\_

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

## **PRIOR SERVICE ADDENDUM**

**Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service**

## **IN-SERVICE WITHDRAWAL ADDENDUM**

- (A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant’s Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

## **ADDITIONAL PROVISIONS ADDENDUM**

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

### **2.09 COMPENSATION**

#### **Compensation Defined**

The following definition of Compensation applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- [--] Includes Differential Wage Payments
- [--] Excludes Differential Wage Payments
- [--] Short Plan Years use Compensation only during short year (Default provision)
- [--] Short Plan Years use Compensation for entire year
- [--] Includes the following: \_\_\_\_\_
- [--] Excludes the following: \_\_\_\_\_

### **2.11 DISABILITY OR DISABLED**

The following definition of Disability applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Entitled to disability retirement benefits under the federal Social Security Act
- [--] Entitled to benefits under long term disability plan or policy of Employer
- [--] Other: \_\_\_\_\_ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

**2.17 ELIGIBLE EMPLOYEE**

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<b><u>Employees, other than Elected Officials</u></b>		<b>Include</b>	<b>Exclude</b>
The following definition of Employees, other than Elected Officials, applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	[--]	[--]
	Senior Management Only (Specify eligible positions:     )	[--]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	[--]	[--]
[--]	Grant-funded Employees ( <i>List employee classifications and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials: ( <i>List employee classifications and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
<b><u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u></b>			
	County Commissioners	[--]	[--]
	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) ( <i>List and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
<b><u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u></b>			
	Sheriff	[--]	[--]
	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
	Clerk of Superior Court	[--]	[--]
	Chief Magistrate Judge	[--]	[--]

	Assistant Magistrate Judge(s)	[--]	[--]
	Probate Court Judge	[--]	[--]
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) <i>(List and check "Include" or "Exclude" as appropriate.)</i>		
		<b>Include</b>	<b>Exclude</b>
	_____	[--]	[--]
	_____	[--]	[--]

**Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)**

	State Court Judge	[--]	[--]
	Superior Court Judge	[--]	[--]
	Solicitor or Solicitor General	[--]	[--]
	District Attorney	[--]	[--]
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) <i>(List and check "Include" or "Exclude" as appropriate.)</i>		
	_____	[--]	[--]
	_____	[--]	[--]

**Other Personnel Receiving Supplemental Compensation from the Employer**

[--]	Other Personnel Receiving Supplemental Compensation from the Employer <i>(List and check "Include" or "Exclude" as appropriate.)</i>		
	_____	[--]	[--]
	_____	[--]	[--]

**Excluded Employees**

	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	[--]	[--]
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	[--]	[--]
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
	Juvenile Court Judges	[--]	[--]
	Nonresident Aliens	[--]	[--]

- [--] Other Excluded Employees (List and check “Include” or “Exclude” as appropriate.)  
 \_\_\_\_\_ [--] [--]  
 \_\_\_\_\_ [--] [--]
- [--] Grant-Funded Employees (List and check “Include” or “Exclude” as appropriate.)  
 \_\_\_\_\_ [--] [--]  
 \_\_\_\_\_ [--] [--]

**2.28 ENTRY DATE**

**Entry Date for Employee Contributions**

The following Entry Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* \_\_\_\_\_

**Entry Date for Employer Basic Contributions**

The following Entry Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] *Other Entry Date for Basic Contributions:* \_\_\_\_\_
- [--] Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (*insert date*)
- [--] The first day of the \_\_\_\_\_ (*insert a designation other than “first”*) pay period



beginning on or after the \_\_\_\_\_ (*insert a date other than January 1<sup>st</sup>*) that the date the Participant first meets the eligibility requirement

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**Entry Date for Employer Discretionary Contributions**

The following Entry Date for Employer Discretionary Contributions applies to:

[--] All Participants

[--] Only the following Participants: \_\_\_\_\_

[--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (*insert date*)

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the \_\_\_\_\_ (*insert a date other than January 1<sup>st</sup>*) that the date the Participant first meets the eligibility requirement

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**Entry Date for Employer Matching Contributions**

The following Entry Date for Employer Matching Contributions applies to:

[--] All Participants

[--] Only the following Participants: \_\_\_\_\_

[--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (*insert date*)

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the \_\_\_\_\_ (*insert a date other than January 1<sup>st</sup>*) that the date

- the Participant first meets the eligibility requirement
- [--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**2.61 YEAR OF SERVICE**

<b><u>Adjustments to Years of Service for Eligibility Purposes</u></b>		<b>Include</b>	<b>Exclude</b>
The following adjustments to Years of Service for Eligibility Purposes applies to:			
[--]	All Participants	[--]	[--]
[--]	Only the following Participants: _____	[--]	[--]
[--]	Service Before the Original Effective Date of the Plan included	[--]	[--]
[--]	Service Before the Original Effective Date of the Plan excluded	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan included	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan excluded	[--]	[--]
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date	[--]	[--]
[--]	Other Adjustments to Years of Service for Eligibility:		
	Include: _____	[--]	[--]
	Exclude: _____	[--]	[--]

<b><u>Adjustments to Years of Service for Vesting Purposes</u></b>			
The following adjustments to Years of Service for Vesting Purposes applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
[--]	Service Before the Original Effective Date of the Plan included	[--]	[--]
[--]	Service Before the Original Effective Date of the Plan excluded	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan included	[--]	[--]

- [--] Service Before the Effective Date of this amended and restated Plan excluded [--] [--]
- [--] Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date [--] [--]
- [--] Other Adjustments to Years of Service for Vesting:
  - Include: \_\_\_\_\_ [--] [--]
  - Exclude: \_\_\_\_\_ [--] [--]

**3.01 PARTICIPATION ELIGIBILITY**

**Eligibility Date Determination for Employee Contributions**

The following Eligibility Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Employee Contributions: \_\_\_\_\_ *(Must be based on service, age or a combination of service and age.)*

**Eligibility Date Determination for Employer Basic Contributions**

The following Eligibility Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Basic Contributions \_\_\_\_\_ *(Must be based on service, age or a combination of service and age.)*

**Eligibility Date Determination for Employer Discretionary Contributions**

The following Eligibility Date for Employer Discretionary Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee’s Employment Commencement Date

- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- [--] Other Eligibility Date for Discretionary Contributions \_\_\_\_\_  
(*Must be based on service, age or a combination of service and age.*)

#### **Eligibility Date Determination for Employer Matching Contributions**

The following Eligibility Date for Employer Matching Contributions applies to:

- [X] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- [X] Other Eligibility Date for Matching Contributions (*Must be based on service, age or a combination of service and age*): **The date on which the Eligible Employee completes ninety (90) days of continuous employment with the Employer.**

### **3.02 PARTICIPATION UPON REEMPLOYMENT**

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
- [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on \_\_\_\_\_ (*describe the applicable date.*)
- [--] (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the \_\_\_\_\_ (*earlier or later*) of \_\_\_\_\_ (*describe the applicable date*) or \_\_\_\_\_ (*describe the applicable date.*)
- [--] (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he \_\_\_\_\_ (*shall or shall not*) receive \_\_\_\_\_ (*all or the portion described*) previous Years of Service and shall become a Participant on \_\_\_\_\_ (*describe the date*)

### **4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**

#### **Employer Basic Contributions**

The following Employer Basic Contribution shall apply to:

- [--] All Participants

[--] Only the following Participants: \_\_\_\_\_

[--] No Basic Contributions

[--] Basic Contributions equal to \_\_\_\_\_ percent (\_\_\_ %) of each Participant's Compensation (not to exceed 25% )

[--] Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_) for each Participant

[--] Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times the number of each Participant's points. *(Complete Description of Points below.)*

[--] Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %

[--] Points for each year of age (in whole numbers): \_\_\_\_\_

[--] Points for each Year of Service (in whole numbers): \_\_\_\_\_

[--] Points for each unit of Compensation: \_\_\_\_\_

[--] A unit of Compensation is \_\_\_\_\_

[--] Maximum Years of Service taken into account, if any: \_\_\_\_\_

[--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

[--] Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500; 2% of the first \$70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* \_\_\_\_\_

Basic Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* \_\_\_\_\_

**Eligibility Requirements for Basic Contributions**

[--] No additional requirements

- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* \_\_\_\_\_

**Employer Discretionary Contributions**

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
  - [--] Pro-Rata Based on Compensation
    - [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year
  - [--] Fixed Dollar Formula
    - [--] Each Participant shall be credited with an equal dollar amount
  - [--] Discretionary Contributions allocated based on Points
    - [--] Discretionary Contributions allocated based on Points equal to \$\_\_\_\_\_ times the number of each Participant’s points. *(Complete Description of Points below.)*
    - [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant’s Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- [--] Points for each year of age (in whole numbers): \_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers): \_\_\_\_\_
- [--] Points for each unit of Compensation: \_\_\_\_\_

- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant’s allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Discretionary Contribution remittance period (*Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.*) \_\_\_\_\_

**Eligibility Requirements for Discretionary Contributions**

- [--] No additional requirements [**Must elect if paid on less than annual basis**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Discretionary Contributions (*Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.*): \_\_\_\_\_

**4.03 EMPLOYER MATCHING CONTRIBUTIONS**

**(Matching Contributions may not exceed 100% of Compensation.)**

The following Employer Matching Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.
- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed and

\_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.

[--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: \_\_\_\_\_(must be at least annual)

**Employer Matching Contribution Eligibility Requirements**

[--] No requirements [**Must elect if made more frequently than annually**]

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

*(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)*

**5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS**

The following \_\_\_\_\_ shall apply to:

[--] All Participants

[--] Only the following Participants: \_\_\_\_\_

Describe allocation between this Plan and the other plan: \_\_\_\_\_



## 6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. . Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

### Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
Less than ____ ( ) years	0 %
_____ ( ) years or more	100 %

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

### Vesting for Employer Discretionary Contribution

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%
Less than ____ ( ) years	0 %
_____ ( ) years or more	100 %

**Vesting for Employer Matching Contribution (Post-2/1/2020 Employees)**

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to:

**Eligible Employees with Employment Commencement Date or Reemployment Commencement Date on or after February 1, 2020 with respect to Employer Matching Contributions for pay periods that begin on and after February 1, 2020.**

(Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

100% Vesting immediately upon Entry Date

<input checked="" type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	<b>Less than 1 year</b>	<b>0%</b>
	<b>1 year</b>	<b>33%</b>
	<b>2 years</b>	<b>66%</b>
	<b>3 years</b>	<b>100%</b>

Less than ____ ( ) years	0 %
____ ( ) years or more	100 %

**Vesting for Employer Matching Contribution (Pre-2/1/2020 Employees)**

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to:

**Eligible Employees with Employment Commencement Date prior to February 1, 2020 who do not have Reemployment Commencement Date on or after February 1, 2020.**

(Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

100% Vesting immediately upon Entry Date

<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years or more	____%

Less than ____ ( ) years	0 %
____ ( ) years or more	100 %

**2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM**

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works \_\_\_\_\_ Hour(s) of Service during a \_\_\_\_\_ shall be credited with \_\_\_\_\_ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

## FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
  - The maximum length of the installment period shall be: \_\_\_\_\_ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
  - The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
  - In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$\_\_\_\_\_.
- Annuities:
  - 1. Any form of annuity
  - 2. Only the following forms of annuity (select one or more):
    - a. Straight life annuity
    - b. Life and 5 years certain
    - c. Life and 10 years certain
    - d. Life and 15 years certain
    - e. Life and 20 years certain
    - f. Straight life with reduction upon receipt of Social Security benefits
    - g. Joint and 50% survivor annuity
    - h. Joint and 66 2/3% survivor annuity
    - i. Joint and 75% survivor annuity
    - j. Joint and 100% survivor annuity
  - Annuity options are available only to Participants who have attained age: \_\_\_\_\_ (specify).
  - Annuity options are available only to Participants who have completed \_\_\_\_\_ (specify) Years of Service.
- Joint Annuity may be:
  - Spouse only
  - No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- [--] Distributions may be made in:
- [--]       cash only (except for insurance or annuity contracts)
- [--]       cash or property

## **SUPERSEDING PROVISIONS ADDENDUM**

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:

**RESOLUTION TO ADOPT  
AMENDED AND RESTATED  
ACCG 401(a) DEFINED CONTRIBUTION PLAN  
FOR DAWSON COUNTY EMPLOYEES**

**WHEREAS**, Dawson County, Georgia (the "Employer") has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Dawson County Employees (the "Plan") through an Adoption Agreement;

**WHEREAS**, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

**WHEREAS**, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the "2020 IRS Pre-Approved Plan Documents");

**WHEREAS**, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents; and

**WHEREAS**, the Employer desires to amend Adoption Agreement Section 4.03, Employer Matching Contributions, to clarify that the Employer Matching Contribution is one hundred percent (100%) of the first five percent (5.0%) of Compensation that a Participant contributes to the 457(b) Eligible Deferred Compensation Plan, and that the maximum Matching Contribution shall be no more than five percent (5.0%) of Compensation.

**NOW THEREFORE**, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the Dawson County Board of Commissioners hereby resolves as follows:

**RESOLVED** that the Dawson County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Dawson County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

**FURTHER RESOLVED** that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

**DAWSON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chair, Dawson County Board of Commissioners

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

Attest:

By: \_\_\_\_\_  
County Clerk



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 05/05/2022

Prepared By: Harmony Gee

Voting Session: 05/05/2022

Presenter: Sharon Farrell

Public Hearing: Yes No

Agenda Item Title: Presentation of Five Star NTP Parade & Assembly North Georgia Triathlon

**Background Information:**

Five Star has hosted the North Georgia Triathlon since 2011 with no issues to date.

**Current Information:**

Five Star will be hosting the event at Veterans Memorial Park on May 15<sup>th</sup> from 7:30 a.m.-12:30 p.m. that will follow the same route as the previously hosted North Georgia Triathlon that is held every September. Off-duty officers will be used for traffic control. The bicycle route will exit Veterans Park and will travel Highway 9 North, turn left onto Mill Creek Spur, turn the corner at Mill Creek Spur and Mill Creek Trail and travel back to Highway 9 to Veterans Park. As of 4/26/2022 GDOT approval has not been granted.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**





- 6. Expected number of participants: 100
- 7. Physical description of materials to be distributed: N/A
- 8. How do participants expect to interact with public? N/A
- 9. Route of event: (attach a detailed map of the route) \_\_\_\_\_

9.a. Number and type of units in parade: \_\_\_\_\_

9.b. Size of the parade: \_\_\_\_\_

- 10. Will any part of this Event take place **within** the City Limits of Dawsonville? No

If YES, do you have a permit for the event from the City? \_\_\_\_\_ Date Issued: \_\_\_\_\_ \* Attach Copy

- 11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? \_\_\_\_\_ Yes  No If YES, please explain in detail: \_\_\_\_\_

- 12. List all prior parades or public assemblies, demonstrations or rallies in a public place within Dawson County for which you obtained a permit: (Also include dates – attach separate sheet, if necessary). Each year since 2011, May-August.

**Details:** Please outline what your event will involve: (number of people / life safety issues / vendors / cooking / tents / rides / handicap parking / egress) – *attach separate sheet if necessary.*

Swimming, Biking, and Running.

**Route or Lay Out:** (attach a detailed site plan)

What participation, if any, do you expect from **Dawson County Emergency Services**? Will call if needed.

What participation, if any, do you expect from the **Dawson County Sheriff Department**? Traffic Control

2 officers from S.O.

**Insurance Requirements:**

In compliance with Ordinance Section VII (C), an applicant for a permit shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstration or rally in a public place, if one or more of the following criteria exists:

1. The use, participation, exhibition, or showing of live animals;
2. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
3. The use of a stage, platform, bleachers, or grandstands that will be erected for the event;
4. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
5. The use of roller coasters, bungee jumping, or similar activities; or
6. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above?  Yes  No If yes, which one(s)? \_\_\_\_\_

Any applicant required to provide insurance shall provide Dawson County with a copy of the Certificate of Insurance from an insurer authorized and **licensed by the State of Georgia**. Dawson County shall be added as an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be **\$1,000,000.00 per incident** and **\$2,000,000.00 aggregate** for the entire event. All costs for insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached?  Yes  No  Not applicable to this event

Additional information/comments about liability insurance: \_\_\_\_\_

Additional information/comments about this application: \_\_\_\_\_

**APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY.**

**APPLICATION:**

OATH: I hereby swear and affirm that the information provided with this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

**RELEASE & WAIVER OF LIABILITY:**

The permit holder shall indemnify and hold Dawson County harmless from any claim, demand, or cause of action that may arise from activities associated with the event. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless Dawson County, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of Dawson County.

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expense may include, but not be limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

Lowell Starr

Applicant's Printed Name

Sworn to and subscribed before me  
this 12 day of April 2020.

Applicant's Signature

Notary Public, State of Georgia

My Commission Expires:

August 9, 2022

**Note to Applicant: Once your permit is processed, Planning & Development will notify you of the meeting dates for the Board of Commissioner's work session and voting session. You are required to attend both meetings.**



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
**(EMERGENCY SERVICES)**

**EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: North GA. Triathlon Date(s) of Event: 5-12-22

Any anticipated problems with proposed route? \_\_\_\_\_

\_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_

\_\_\_\_\_

How many personnel will be required for this event? \_\_\_\_\_

\_\_\_\_\_

Estimated cost for personnel: \_\_\_\_\_

\_\_\_\_\_

Number and type of vehicles required: \_\_\_\_\_

\_\_\_\_\_

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

\_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

\_\_\_\_\_

Additional comments/concerns: \_\_\_\_\_

\_\_\_\_\_

**Emergency Services: APPROVED:  YES  NO (Please also sign off on page 8 of application.)**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
**(SHERIFF DEPARTMENT)**

**SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: North GA Triathlon Date(s) of Event: 5.15.28

Any anticipated problems with proposed route? \_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_

How many officers will be required for this event? \_\_\_\_\_

Estimated cost for officers: \_\_\_\_\_

Number of vehicles required: \_\_\_\_\_

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

Additional comments/concerns/recommendations: \_\_\_\_\_

**Sheriff Department: APPROVED:  YES  NO (Please also sign off on page 8 of application.)**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
*(Marshal / Public Works / Environmental  
Health / Parks & Recreation)*

**PLEASE PROVIDE COMMENTS AND APPROVALS BELOW (Attach additional sheet if necessary)  
(Please also sign off on page 8 of the application.)**

**MARSHAL:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

**ENVIRONMENTAL HEALTH:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

**PARKS & RECREATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
**(APPROVALS)**

**Office Use Only:**

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.			
Emergency Services			
Marshal's Office			
Public Works Dept.			
Environmental Health			
Parks and Recreation			
State Park Office			
Georgia Dept. of Transportation			

Dawson County Board of Commissioners:

Work Session Date: \_\_\_\_\_

Voting Session Date: \_\_\_\_\_

Approved:

Attest:

\_\_\_\_\_  
Mike Berg, Chairman  
Dawson County Board of Commissioners

\_\_\_\_\_  
Danielle Yarbrough, County Clerk

cc: (as applicable)

Applicant  
County Attorney  
Sheriff Dept.  
Emergency Services

Marshal Dept.  
Environmental Health  
Public Works  
Parks and Recreation

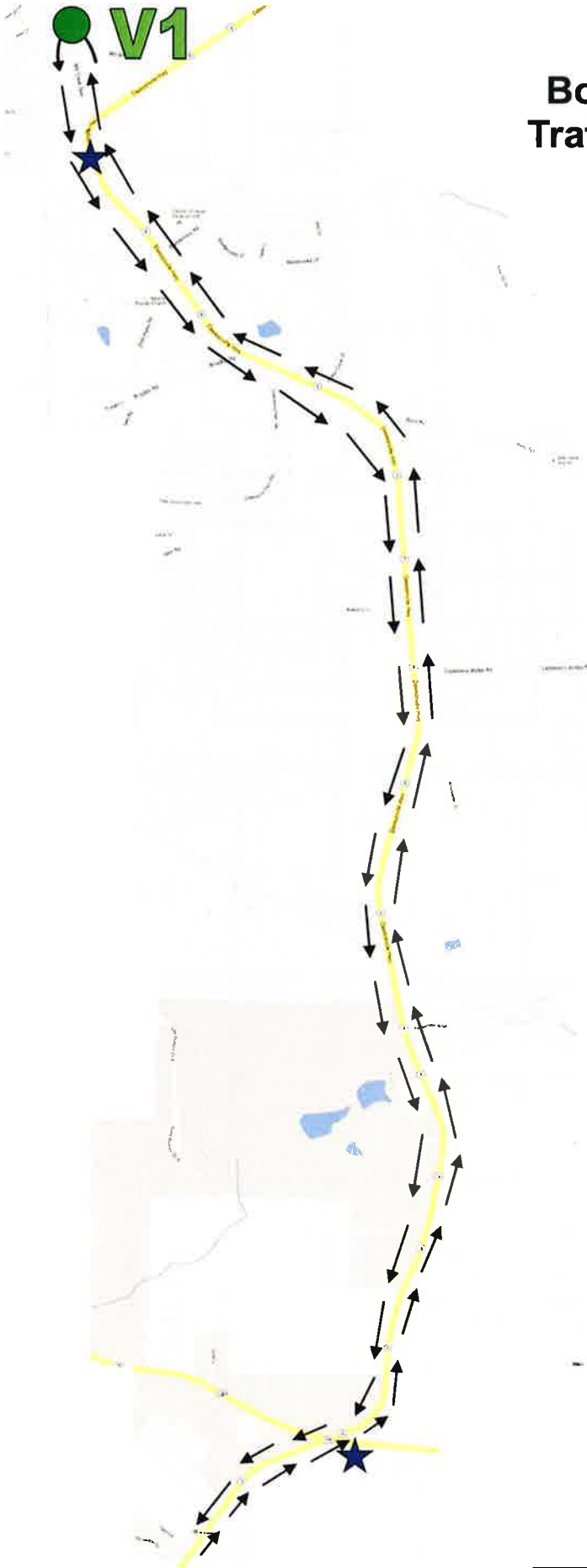
GA DOT (Brent Cook)  
GA State Parks

PERMIT # \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_



# Bootlegger Super Sprint Traffic Plan for Bike Route



## Route

1. Riders will Exit Veterans Park and Turn Left, traveling North on GA-9
2. Riders will turn Left on Mill Creek Spur
3. Riders will turn around at the corner of Mill Creek Spur & Mill Creek Trail
4. Riders will turn Right on GA-9
5. Riders will turn Right into Veterans Park



## Sheriff Points

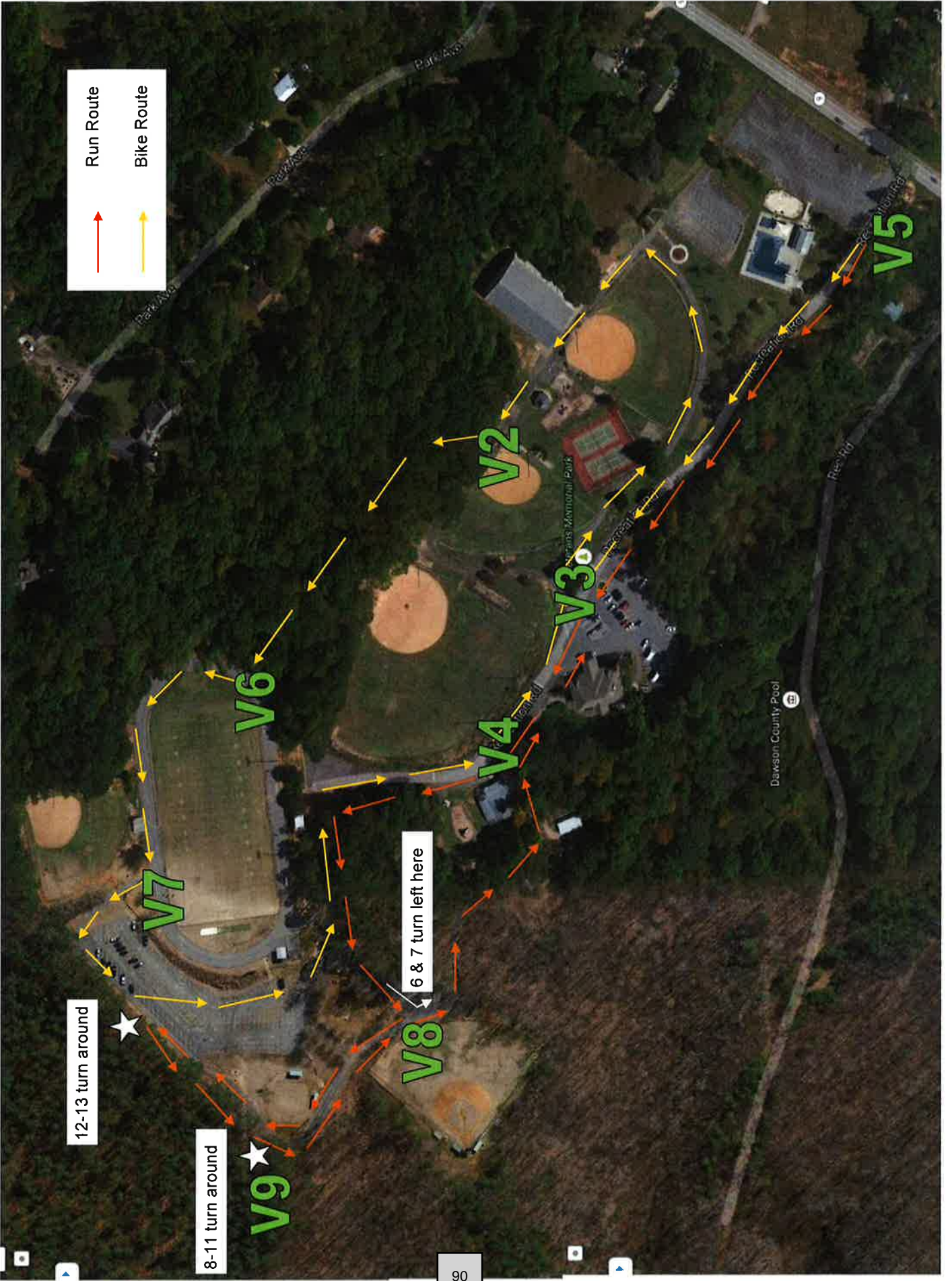
1. GA-9 @ park exit (Dawson County)
2. Corner of GA-9 & GA-136 (Dawson County)
3. Corner of GA-9 & Mill Creek Spur (Lumpkin County)

## Volunteer Points

1. Turn around...Corner of Mill Creek Spur & Mill Creek Trail

## Notes

1. Ride will be done as a time trial...no pack riding
2. Riders will follow rules of the road



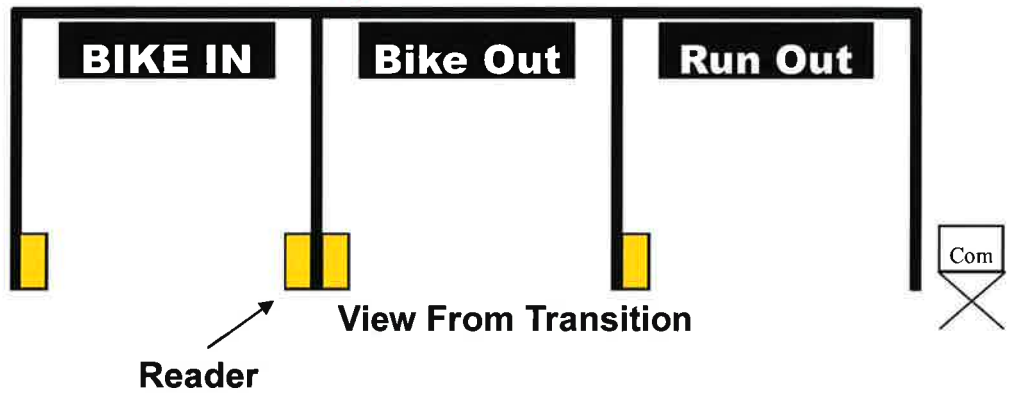
Run Route  
 Bike Route



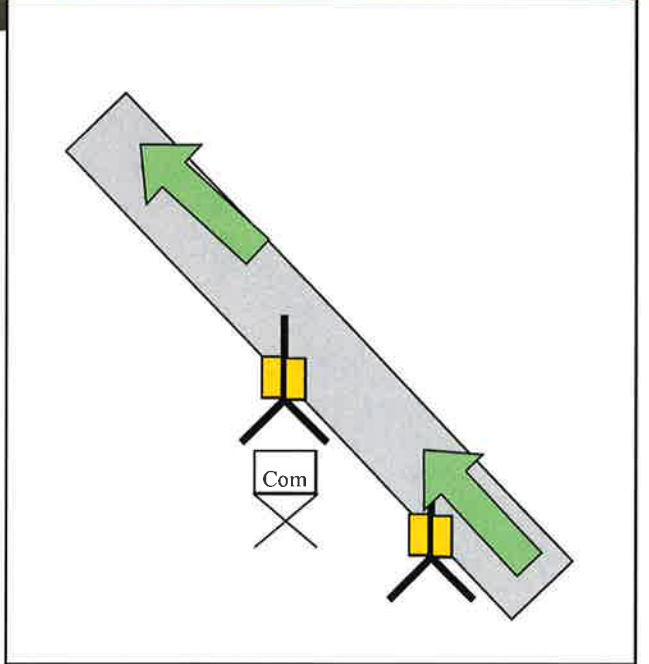
12-13 turn around

8-11 turn around

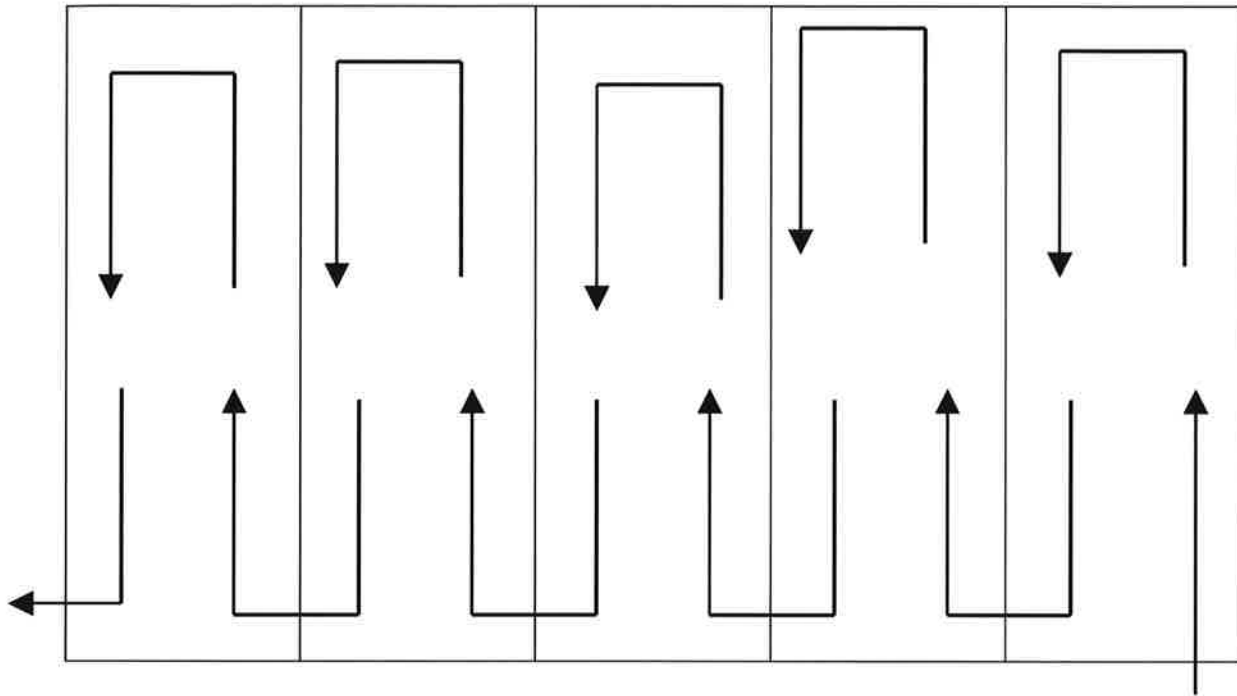
6 & 7 turn left here



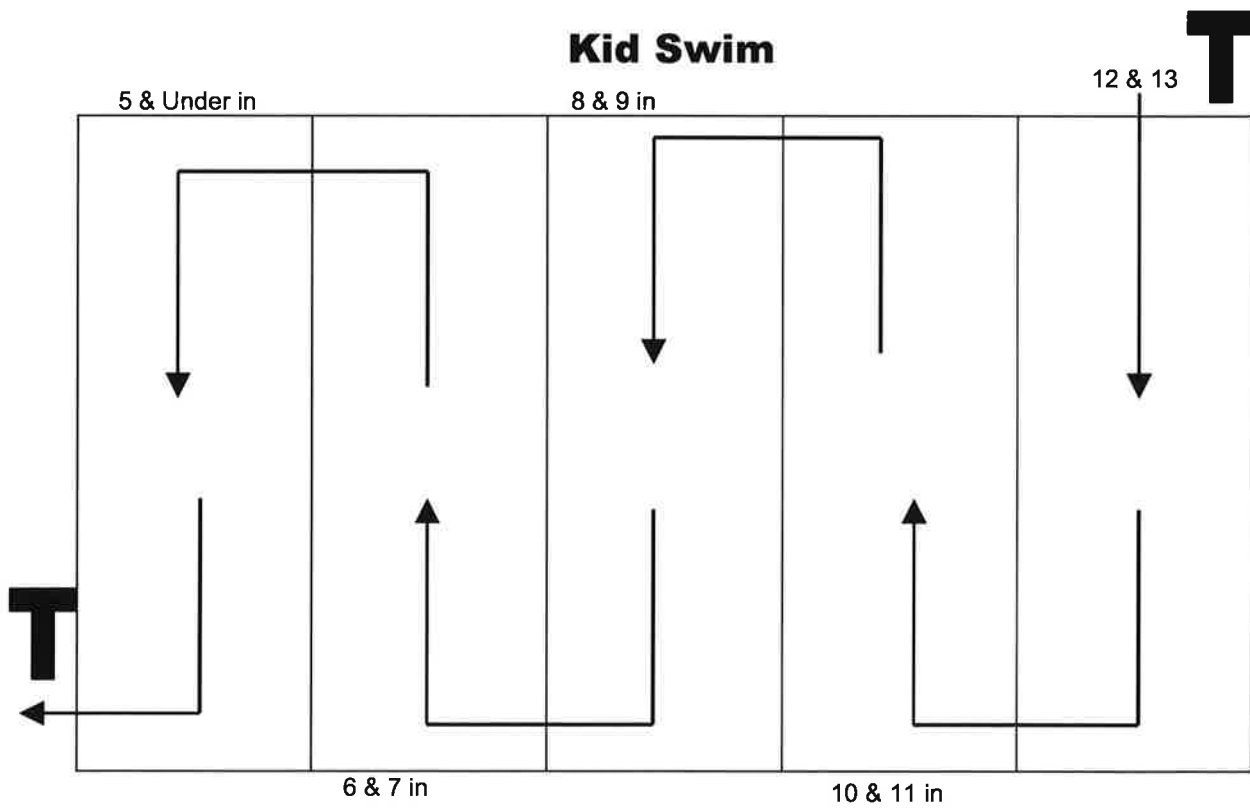




## Adult Swim



## Kid Swim





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@theeventhelper.com															
<b>INSURED</b> Five Star NTP Lowell Starr 59 Hwy 9 S Dawsonville GA 30534		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y			SEE BELOW 12:01 AM	SEE BELOW 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19 for the following dates: 04/17/2022, 04/23/2022, 04/24/2022, 04/30/2022, 05/01/2022, 05/07/2022, 05/08/2022, 05/14/2022, 05/15/2022, 05/21/2022, 05/22/2022, 05/28/2022, 05/29/2022, 05/30/2022, 06/04/2022, 06/05/2022, 06/09/2022, 06/11/2022, 06/12/2022, 06/14/2022, 06/18/2022, 06/19/2022, 06/23/2022, 06/25/2022, 06/26/2022, 06/30/2022, 07/02/2022, 07/03/2022, 07/04/2022, 07/07/2022, 07/09/2022, 07/10/2022, 07/14/2022, 07/16/2022, 07/17/2022, 07/21/2022, 07/23/2022, 07/24/2022, 07/27/2022, 07/30/2022, 07/31/2022, 08/06/2022, 08/07/2022, 08/13/2022, 08/14/2022, 08/20/2022, 08/21/2022, 08/27/2022, 08/28/2022, 09/03/2022, 09/04/2022 & 09/05/2022.

Attendance: 500, Event Type: 5 K Run.

**CERTIFICATE HOLDER****CANCELLATION**

Dawson county 25 justice way Dawsonville GA 30534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Dawson county  
25 justice way  
Dawsonville, GA 30534

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.





Dawson County  
Planning & Development  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places  
**(SHERIFF DEPARTMENT)**

**SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: North GA Triathlon Date(s) of Event: 5.15.28

Any anticipated problems with proposed route? None

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 2

Estimated cost for officers: off duty officers only

Number of vehicles required: 2

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

Additional comments/concerns/recommendations: \_\_\_\_\_

Sheriff Department: APPROVED:  YES  NO (Please also sign off on page 8 of application.)

By: [Signature] Date: 5-15-22



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
in Public Places**  
**(EMERGENCY SERVICES)**

**EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: North GA. Triathlon Date(s) of Event: 5. 22

Any anticipated problems with proposed route? NO

Any anticipated problems with the designated location for participants to assemble? NO

How many personnel will be required for this event? 0

Estimated cost for personnel: N/A

Number and type of vehicles required: 0

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: Any need for Emergency Services responses shall be initiated by calling 911

Estimated cost for equipment: \_\_\_\_\_

Additional comments/concerns: \_\_\_\_\_

Emergency Services: APPROVED:  YES  NO (Please also sign off on page 8 of application.)

By: [Signature] Date: 4/15/22



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: May 05, 2022

Prepared by: Sharon O. Farrell

Voting Session: **tbd**

Presenter: Sharon O. Farrell

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

Agenda Item Title: Presentation of work session item for discussion purposes regarding adding the provision of a variance process to the Short-Term Rental Ordinance.

**Background Information:**

The Short-Term Rental Ordinance was adopted on December 21, 2021. At that time staff did not present language in regards to a variance process.

**Current Information:**

The Board may wish to proceed with an amendment to the STR ordinance to allow for a variance process. Staff is seeking Board direction on what performance standards to allow to be varied – i.e., room number, occupants, etc.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Discussion and direction from the BOC.

Department Head Authorization: SO.Farrell

Date: April 26, 2022

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_

Date: \_\_\_\_

**Comments/Attachments:**

Short-Term Rental Ordinance

THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA: TO PROVIDE REGULATIONS FOR SHORT-TERM RENTAL AND BED AND BREAKFAST ESTABLISHMENTS; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES AND RESOLUTIONS; AND FOR OTHER PURPOSES.

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes the County to adopt ordinances preserving the public health, safety, and welfare, and to adopt appropriate measures to enforce those ordinances; and

**WHEREAS**, in the interests of the health, safety, and general welfare of the citizens of Dawson County, Georgia, the Board of Commissioners of Dawson County desires to exercise its authority to adopt an ordinance regulating Short-term Rentals and Bed and Breakfast Establishments; and

**WHEREAS**, appropriate notice and hearing on the ordinance contained herein have been carried out according to general and local law.

**NOW, THEREFORE**, the Board of Commissioners hereby ordains as follows:

Section 1. The language attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth herein, is hereby adopted and approved, and shall be codified as Article V in Chapter 30 of the Code of Dawson County, Georgia.

Section 2. All other ordinances shall continue in full force and effect and shall remain unaffected, except where such ordinance, or part thereof, conflicts herewith, in which case such ordinance, or part thereof, is hereby repealed.

Section 3. It is the express intent of the Board of Commissioners of Dawson County, Georgia that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. This Ordinance shall become effective sixty (60) days following the date of adoption.

**BE IT RESOLVED** this 16<sup>th</sup> day of December, 2021.

DAWSON COUNTY

ATTEST

By: 

Billy Thurmond, Chairman

Board of Commissioners

By: 

Kristen Cloud

County Clerk

Dates of Public Hearing:

December 2, 2021

Dates of Advertising:

November 24, 2021

December 1, 2021

Exhibit A

Article V. – SHORT-TERM RENTALS AND BED AND BREAKFAST ESTABLISHMENTS

**Sec. 30-500 – Purpose**

- (a) The purpose of this Article is to establish standards for Bed and Breakfast Establishments and Short-term Rentals of privately owned residential structures rented to transient occupants, minimize adverse effects of Short-term Rental uses on surrounding residential neighborhoods, and preserve the character of neighborhoods in which Short-term Rental use occurs.
- (b) This Article is not intended to regulate hotels, motels, or non-Short-term Rental or non-Bed and Breakfast Establishments including, but not limited to, boarding houses, lodging houses, or rooming houses, or an individual providing long term rental (more than 30 days) of their home.

**Sec. 30-501 - Definitions**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant:* all persons who are required to sign an application for a Short-term Rental or Bed and Breakfast Establishment permit.

*Bed and Breakfast Establishment:* A dwelling occupied by a family and used incidentally to provide overnight accommodation and meals to transient travelers, operated by an owner or designated operator-in-residence, with a maximum number of rented units being six.

*Bedroom:* A room that meets the building code requirements to be used as a sleeping room and for no other primary purpose.

*Building Official:* An official designated by the county to enforce the provisions of the applicable building code and other applicable laws.

*Certificate of Occupancy:* A certificate issued by the Building Official of Dawson County indicating that upon examination and inspection at the time of the completion of work done on the dwelling, dwelling unit, building or structure stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, and the allowable load per square foot for each floor in accordance with the provisions of the construction codes.

*Hotel:* any structure or any portion of a structure, including any lodging house, rooming house, dormitory, Turkish bath, bachelor hotel, studio, hotel, motel, motor hotel, auto court, inn, public club or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy by guests, whether rent is paid in money, goods, labor or otherwise. Such term does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention center or other buildings in which human beings are housed and detained under legal restraint or for medical reasons.

*Hotel/Motel Tax:* A state tax imposed on homes being rented for thirty (30) days or less, paid on a monthly basis.

*Labeled Floor Plan:* A drawing showing the location of the rooms in the home.

*Natural Person:* A human being as distinguished from a person (as a corporation) created by operation of law.

*Noise Ordinance:* Regulations that pertain to the amount and duration of noise that affects the community.

*Owner:* A person that holds legal rights to the Property.

*Paid Tax Receipt:* A tax receipt showing that the property taxes have been paid on said Property.

*Permit Administrator:* The employee designated by the Board of Commissioners for the administration of this Article

*Property:* A residential legal lot of record on which a Short-term Rental or Bed and Breakfast Establishment is intended to be located.

*Septic Tank Permit:* A document obtained from the Dawson County Health Department showing the size of the tank and number of bedrooms associated with a specific home.

*Short-term Rental:* An accommodation for transient guests within a dwelling unit, whether the entire unit or any portion thereof, rented for the purpose of overnight lodging, for a period of less than thirty (30) consecutive nights. For purposes of this definition, a Short-term Rental shall include all housing types, but shall exclude Bed and Breakfast Establishments.

*Short-term Rental Agent or Bed and Breakfast Agent:* a person who is at least 21 years of age designated by the Owner of a Short-term Rental or Bed and Breakfast Establishment on the

permit application. Such person shall be available for and responsive to contact 24 hours a day, 7 days a week, and within two (2) hours after being contacted by a duly authorized representative of Dawson County. Such person, firm, or agency shall be legally responsible for ensuring that all occupants and/or guests of a Short-term Rental or Bed and Breakfast Establishment comply with all applicable rules and regulations.

*Permittee:* a person who obtains a permit for a Short-term Rental or Bed and Breakfast Establishment.

*Subdivision:* Property that has been divided into three (3) or more smaller pieces.

*Tourist Accommodation Permit:* A permit issued by Dawson County Environmental Health Office to allow overnight accommodations and breakfast.

*Trash:* Discarded Matter, Refuse

*Zoning:* The classification of real property and delineating permitted and prohibited uses of said real property depending on a prescribed zoning classification along with other rules to be followed such as building heights and setbacks.

#### **Sec. 30-502 – Short-term Rental Permit Required**

No person shall rent, lease, or otherwise exchange for compensation or advertise for such all or any portion of a dwelling, dwelling unit, building, or structure as a Short-term Rental without first obtaining a Short-term Rental permit pursuant to the regulations contained herein.

#### **Sec. 30-503 – Bed and Breakfast Establishment Permit Required**

No person shall rent, lease, or otherwise exchange for compensation all or any portion of a dwelling, dwelling unit, building, or structure as a Bed and Breakfast Establishment without first obtaining a Bed and Breakfast Establishment permit pursuant to the regulations contained herein.

#### **Sec. 30-504 – Application for permit**

- (a) An Owner of a proposed Short-term Rental or Bed and Breakfast Establishment shall submit an application for a Short-term Rental permit or a Bed and Breakfast permit to the Dawson County Planning and Development Department. All applications shall be fully completed by the Applicant and sworn to and signed by the Applicant in the presence of a notary public or other officer authorized to administer oaths. If the Owner is not a Natural Person, then the Applicant must certify he or she has the actual authority to submit the



application on behalf of the Owner. All applications shall be on a form specified by Dawson County.

(b) All applications shall be accompanied by a non-refundable application fee as set forth in the Dawson County Planning and Development Fee Schedule.

(c) All applications shall include:

- (1) The name, address, telephone number, and email address of the Owner(s) of record of the Property. If such Owner is not a natural person, the application shall identify all partners, officers, and/or directors of any such entity, including personal contact information for each such Natural Person, including address, telephone number, and email address;
- (2) The address of the Property to be used as a Short-term Rental or Bed and Breakfast Establishment;
- (3) The current zoning classification and Tax Map and Parcel number for the Property;
- (4) The name, address, telephone number, and email address of the designated Short-term Rental Agent or Bed and Breakfast Agent;
- (5) The Owner's sworn acknowledgement that he or she has reviewed and understands all regulations of the County pertaining to the operation of Short-term Rentals and/or Bed and Breakfast Establishments, as applicable;
- (6) The number of off-street parking spaces allotted to the Property;
- (7) The number of bedrooms and approximate square footage in the Short-term Rental or Bed and Breakfast Establishment, and a statement of the maximum number of overnight and daytime occupants, as allowed by this Article;
- (8) The Owner's agreement to use his or her best efforts to assure that use of the Property by Short-term Rental or Bed and Breakfast Establishment occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their property;
- (9) Any other information that this Article requires the Owner to provide to Dawson County as part of the application process. The Permit Administrator or his or her designee shall have the authority to obtain any additional information from the Applicant as necessary to achieve the objectives of this Article.

(d) Attached to and concurrent with submission of the application described in this Section, the Owner shall provide:

- (1) Proof of Owner's current ownership of the Property;
- (2) A Paid Tax Receipt for the most current year taxes paid for the Property;

- (3) If the Property is not serviced by public sewer, a Septic Tank Permit or other appropriate documentation from the Dawson County Environmental Health Office which denotes the number of bedrooms permitted for the Property;
- (4) A Labeled Floor Plan of the dwelling, dwelling unit, building or structure to be used as a Short-term Rental or Bed and Breakfast Establishment;
- (5) A written certification from the Owner verifying compliance with the requirements of Section 30-510;
- (6) A copy of the Owners or Owner's agents' government issued photo identification card (i.e. driver's license or other legal identification card); and
- (7) Proof of insurance for the Short-term Rental and/or Bed and Breakfast Establishment.
- (8) Proof of professional trash service for the Short-term Rental and/or Bed and Breakfast Establishment, with documentation indicating designated trash collection days.

**Sec. 30-505 - Grant or denial of application**

- (a) Prior to the issuance of a permit under this Article, the Permit Administrator, or his or her designee, shall provide written notice of the application to all owners of record of property adjacent to the Property proposed to be used as a Short-term Rental or Bed and Breakfast Establishment. Such notification shall include:
  - (1) The street address of the proposed Short-term Rental or Bed and Breakfast Establishment;
  - (2) The location of any on-site parking for Short-term Rental or Bed and Breakfast Establishment occupants;
  - (3) Applicable maximum occupancy requirements; and
  - (4) The name of the Property Owner.
- (b) Review of an application submitted under this Article, including renewal applications, shall be conducted by the Permit Administrator, or his or her designee, and a permit shall be issued or the application denied within fifteen (15) business days of receipt of a completed application.
- (c) An application or renewal may be denied if:
  - (1) The Applicant has had any other permit issued under this Article revoked within the immediately preceding twelve (12) month period;
  - (2) The Property is not current on its property taxes;

- (3) There is a history of complaints regarding the Property or the Owner or operator of the Short-term Rental or Bed and Breakfast Establishment, as applicable, as determined in the sole good faith discretion of the Permit Administrator;
  - (4) The Health Department notifies the County of an inadequate septic system or other health concerns;
  - (5) There are violations of the Code of Dawson County, Georgia on the Property;
  - (6) The Homeowner's Association of the relevant neighborhood provides covenants or other legal documents preventing Short-term Rentals or Bed and Breakfast Establishments from operating on the Property; or
  - (7) The Applicant fails to meet the conditions and/or requirements of this Article, or otherwise fails to demonstrate the ability to comply with any other local, state, or federal law.
- (d) A decision to deny a permit shall be provided to the Applicant in writing and delivered to the Applicant by certified mail.

**Sec. 30-506 - Duty to notify Dawson County of material change to application**

The Owner, Applicant, and/or Permittee maintain a duty to provide written notice to Dawson County of any material change to information listed on the application, which shall be provided within three (3) business days of such change unless otherwise noted in this Article.

**Sec. 30-507 – Maximum Occupancies**

(a) Short-term Rentals:

- (1) The maximum overnight occupancy (between the hours of 10 p.m. and 8 a.m.) of any Property to be used as a Short-term Rental shall be limited to two (2) persons per bedroom plus two (2) additional persons;
- (2) The maximum daytime occupancy (between the hours of 8 a.m. and 10 p.m.) of any Property to be used as a Short-term Rental shall be the maximum overnight occupancy times two (2). For example, if a five-bedroom house is rented, the maximum occupancy between 8:00 a.m. and 10:00 p.m. would be twelve (12) Short-term Rental overnight occupants and twelve (12) guests, for a total of twenty-four (24) persons.
- (3) Only six (6) bedrooms may be rented regardless of the total number of bedrooms, provided however, that ten (10) bedrooms may be rented on properties of five (5) or more acres, subject to the number of bedrooms noted by the Dawson County Environmental Health Office.

- (b) **Bed and Breakfast Establishments:** The maximum overnight occupancy of any Property to be used as a Bed and Breakfast Establishment shall be based on the number of bedrooms less one, with an overall maximum of six (6) bedrooms, with no more than two (2) persons per bedroom. For example, if a five-bedroom house is being used as a Bed and Breakfast Establishment, the occupancy would be calculated by not counting one bedroom (caretakers room) and then multiplying the number of remaining bedrooms, four (4) bedrooms, by two (2), with a maximum of eight (8) overnight occupants.
- (c) The maximum occupancies set forth in this section shall be based on the number of bedrooms set forth in the documentation from the Dawson County Environmental Health Office which denotes the number of bedrooms permitted as referenced in Section 30-504(d)(3) above.

### **Sec. 30-508 – Parking**

- (a) No parking for any purposes shall be allowed on the street on which the Short-term Rental or Bed and Breakfast Establishment is located or any adjacent street thereto.
- (b) Parking spaces and vehicles shall be limited to the number designated in the application for a permit, with the maximum allowable vehicles not to exceed one vehicle per bedroom permitted for the Property. A watercraft, travel trailer, or any other recreational trailer which is pulled by a motorized vehicle shall be counted as a separate vehicle;
- (c) Vehicles shall be parked only on designated hard surfaced areas with gravel, concrete or asphalt surfacing; and shall not be permitted outside such hard-surfaced areas (i.e. no parking in yards);
- (d) No motorhomes, campers or the like shall be parked or hooked up to utilities at any Short-term rental or Bed and Breakfast Establishment property.

### **Sec. 30-509-Solid Waste**

The Owner of any Short-term Rental or Bed and Breakfast Establishment shall provide adequate solid waste receptacles with closable lids to prevent wildlife incursion, as well as professional solid waste collection and disposal services for the Property. Said receptacles shall be secured except on days when trash pickup occurs.

### **Sec. 30-510- Life Safety and Sanitation**

- (a) All designated bedrooms, including egress from all bedrooms, shall comply with all applicable safety codes as were in effect on the date the Short-term Rental or Bed and Breakfast Establishment was issued a Certificate of Occupancy.
- (b) Every bedroom, adjoining hallway, and common area shall be equipped with an operational smoke detector that meets current IRC standards and shall be maintained in good working

order at all times. The placement and mounting of each smoke detector shall comply with all applicable requirements of the current IRC.

- (c) Each habitable floor shall be equipped with an operational carbon monoxide detector that meets applicable state law requirements and shall be maintained in good working order at all times.
- (d) Each floor of a Short-term Rental or Bed and Breakfast Establishment shall be equipped with a fire extinguisher that is fully charged, not past expiration date, and that meets all National Fire Protection Association (NFPA) standards, including those as set forth in NFPA 10: Standard for Portable Fire Extinguishers.
- (e) Private swimming pools shall comply with the current International Swimming Pool and Spa Code.
- (f) The Owner shall maintain a house number that is visible from the street at all times.

#### **Sec. 30-511 – Postings on Property**

- (a) The following shall be posted in a conspicuous place near the main entry door of the dwelling, dwelling unit, building or structure used as a Short-term Rental or Bed and Breakfast Establishment:
  - (1) The Short-term Rental permit or Bed and Breakfast Establishment permit;
  - (2) The maximum overnight occupancy and maximum daytime occupancy of the Short-term Rental or Bed and Breakfast Establishment;
  - (3) Rules and regulations for occupants to view in order to promote compliance with this Article.
  - (4) Tourist Accommodation Certificate provided by the Dawson County Environmental Health Office (Bed and Breakfast Establishments Only).
  - (5) An emergency exit route map with the 911 emergency number clearly denoted.
  - (6) The number of vehicles which may be parked on the Property.

#### **Sec. 30-512 – Guest Rules**

The following are the minimum rules to be published and displayed in a conspicuous place as described in Sec. 30-511(a)(3) of this Article:

- (1) Please respect the neighborhood and your neighbor's right to quiet enjoyment of their home. Loud music and noise are prohibited by the Dawson County Noise Ordinance. Quiet time: 10 p.m. to 7 a.m. on weekdays and 10:00 p.m. to 8:00 a.m. on weekends and holidays.
- (2) Overnight guests shall not exceed the property's posted occupancy.

- (3) All rental properties are designed for residential use consistent with the Dawson County Land Use Resolution. Large groups, events, receptions or the like which exceeds the maximum daytime occupancy of the property is prohibited.
- (4) Cars may not be parked on the street and must remain on the property associated with said Short-term Rental or Bed and Breakfast Establishment in designated parking areas.
- (5) Motor homes, campers, etc. are prohibited and may not be parked or hooked up at a Short-term Rental or Bed and Breakfast Establishment.
- (6) Garbage shall be bagged securely and placed in provided trash receptacles. Lids must be secured on trash receptacles to prevent wildlife incursions.

### **Sec. 30-513 – Additional Requirements**

- (a) *Access to a Short-term Rental.* The Property upon which a Short-term Rental or Bed and Breakfast Establishment is located must either front upon, and have access to, a County-maintained road by a minimum fifty (50) feet of road frontage, or if the property is located on a privately-owned road, the property owner/applicant must provide written authorization from any and all owners of the road granting access to County employees with authority to enforce this Article, including employees or agents of the County Marshals Office, Sheriff's Office, Fire Department, and Health Department, which shall authorize gate access, where applicable, for enforcement purposes.
- (b) *Advertising.* Any advertising of a Short-term Rental or Bed and Breakfast Establishment shall conform to information included in the permit and requirements of this Article, and shall include the permit number issued by the County.
- (c) The Short-term Rental or Bed and Breakfast Establishment must have a sewer connection or a septic system in good working order and capable of handling the number of bedrooms approved for rental.
- (d) No Short-term Rental may be rented on a nightly basis. Any rental of a Short-term Rental shall be for a minimum term of at least two (2) consecutive nights.

### **Sec. 30-514 - Short-term Rental Agent; duties**

- (a) The Owner of a Short-term Rental shall designate a Short-term Rental Agent on its application for a Short-term Rental permit who has access and authority to assume management of the Short-term Rental and take remedial measures while the Short-term Rental is being rented to an occupant and/or guest.
- (b) An Owner may designate himself or herself as the Short-term Rental Agent, or may designate any other Natural Person over the age of 21. Alternatively, an Owner may retain a managing agent, managing agency, operator, or representative to serve as the Short-term Rental Agent to comply with the requirements of this Section, including, without

limitation, the permitting of the Short-term Rental, the management of the Short-term rental, and the compliance with the conditions of the Short-term Rental permit. The Owner of the Short-term Rental is responsible for compliance with the provisions of this Section, and the failure of an agent to comply with this Section shall be deemed noncompliance by the Owner.

- (c) An Owner may change his or her designation of a Short-term Rental Agent temporarily or permanently; however, there shall only be one such agent for a Property at any given time. To change the designated agent, the Owner shall notify the Dawson County Marshal in writing of the new agent's identity, together with all information regarding such person as required by this Article.
- (d) Any change in designation of the Short-term Rental Agent will not take effect until notice has been provided to Dawson County.
- (e) The Short-term Rental Agent shall:
  - (1) Respond to the Property 24 hours a day, 7 days a week, and within two (2) hours following notification from a duly authorized representative of Dawson County of the existence of a violation of this Article or any other provision of this Code, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the Short-term Rental. This includes, but is not limited to, notification that occupants of the Short-term Rental have created unreasonable noise or disturbances, engaged in disorderly conduct, or have committed violations of Code of Dawson County, Georgia, or other applicable local, state or federal law pertaining to noise, disorderly conduct, overcrowding, consumption of alcohol, or use of illegal drugs. This is not intended to impose a duty on the Short-term Rental Agent to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation.
    - i. Whether the Short-term Rental Agent shall be required to respond to the Property to address a violation, disturbance, or complaint shall be determined in the discretion of the County officer or employee responding to said violation, disturbance, or complaint.
    - ii. Nothing in this section shall be construed as limiting Dawson County or any officer or employee thereof in responding to any violation, disturbance, or complaint or taking any enforcement action under this Article.
  - (2) Receive and accept service of any notice of violation related to the use or occupancy of the Short-term Rental.
  - (3) Monitor the Short-term Rental for compliance with this Article.

**Sec. 30-515 - Bed and Breakfast Establishment Owner/Agent; duties**

- (a) The Owner of a Bed and Breakfast Establishment shall designate a Short-term Rental Agent on its application for a Bed and Breakfast Establishment permit who has access and authority to assume management of the Bed and Breakfast Establishment and take remedial measures while the Bed and Breakfast Establishment is being rented to an occupant and/or guest.
- (b) An Owner may designate himself or herself as the Bed and Breakfast Agent, or may designate any other Natural Person over the age of 21. The Owner of the Bed and Breakfast Establishment is responsible for compliance with the provisions of this Section, and the failure of an agent to comply with this section shall be deemed noncompliance by the Owner.
- (c) An Owner may change his or her designation of a Bed and Breakfast Agent temporarily or permanently; however, there shall only be one such agent for a Property at any given time. To change the designated agent, the Owner shall notify the Dawson County Marshal in writing of the new agent's identity, together with all information regarding such person as required by this Article.
- (d) Any change in designation of the Bed and Breakfast Agent will not take effect until notice has been provided to Dawson County.
- (e) The Bed and Breakfast Agent shall:
  - (1) Reside on the Property of the Bed and Breakfast Establishment and be at least 21 years of age or older.
  - (2) Respond to the Property 24 hours a day, 7 days a week, and within two (2) hours following notification from a duly authorized representative of Dawson County of the existence of a violation of this Article or any other provision of this Code, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the Short-term Rental. This includes, but is not limited to, notification that occupants of the Bed and Breakfast Establishment have created unreasonable noise or disturbances, engaged in disorderly conduct, or have committed violations of the Code of Dawson County, Georgia, or other applicable local, state or federal law pertaining to noise, disorderly conduct, overcrowding, consumption of alcohol, or use of illegal drugs. This is not intended to impose a duty on the Bed and Breakfast Agent to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation.
    - i. Whether the Bed and Breakfast Agent shall be required to respond to the Property to address a violation, disturbance, or complaint shall be determined in the discretion of the County officer or employee responding to said violation, disturbance, or complaint.



ii. Nothing in this section shall be construed as limiting Dawson County or any officer or employee thereof in responding to any violation, disturbance, or complaint or taking any enforcement action under this Article.

(3) Receive and accept service of any notice of violation related to the use or occupancy of the Property.

(4) Monitor the Bed and Breakfast Establishment for compliance with this Article.

**Sec. 30-516 - Renewal of permit**

(a) An approved Short-term Rental or Bed and Breakfast Establishment permit shall be valid for a period of twelve (12) months from the date issued.

(b) Each application for renewal of a permit shall be approved or denied in accordance with the procedures prescribed in this Article.

(c) Each application for renewal of a permit shall be submitted by 4:00 p.m. thirty (30) days prior to the permit expiration date. Any Permittee who has not submitted the renewal application and required fee by 4:00 p.m. thirty (30) days prior to the permit expiration date shall pay a late charge as determined by the Dawson County Board of Commissioners and set forth in Dawson County Planning and Development Fee Schedule. If the renewal deadline date falls on a Saturday or Sunday, the renewal deadline shall be the following Monday.

(d) Any application received after the permit expiration date shall be treated as an initial application and the Applicant shall be required to comply with all rules and regulations for the granting of permits as if no previous permit had been held. This will include, but in no way be limited to, a reassessment of administrative fees and suspension of any and all rental activities during the reapplication process.

**Sec. 30-517 – Transfer or Assignment**

No person to whom a permit has been issued shall transfer, assign or convey such permit to another person and no permit issued under this Article may be transferred or assigned or used at any location other than the location for which it is issued.

**Sec. 30-518 – Cancellation of Permit**

Before the expiration of a permit, a Permittee may voluntarily cancel the permit by notifying Dawson County in writing of the intent to cancel the permit. The permit shall become void upon the receipt of written notice of intent to cancel the permit.

**Sec. 30-519 – Suspension or Revocation of Certificate – Administrative Penalties**

- (a) Any false statements or false information provided in the application is grounds for denial, suspension or revocation of a permit under this Article, including the denial of future applications.
- (b) Any violations or noncompliance with the provisions of this Article are grounds for denial, suspension, or revocation of a permit, including denial of future applications.
- (c) *Discovery of an immediate health hazard.* Upon the discovery of an immediate health hazard to renters, the Permit Administrator shall suspend a permit issued under this Article until the hazard is remedied. If the hazard is not timely corrected, the permit may be revoked.
- (d) Reasons for revocation of a permit include, but are not limited to:
  - (1) Any permit issued under this Article shall be immediately revoked in the case of bankruptcy, receivership or levy of legal process upon the Owner or subject Property.
  - (2) A permit shall be immediately suspended or revoked upon learning that an Applicant furnished fraudulent or untruthful information in the application for a permit, or omits information required in the application for a permit, or fails to pay all fees, taxes, or other charges imposed under the provisions of this Article or other applicable ordinances and laws.
  - (3) A permit may be suspended or revoked in the case of three violations of this Article within a 12-month period.
  - (4) A permit may be suspended or revoked if the Property's use as a Short-term Rental constitutes a public nuisance.
  - (5) A permit shall be immediately suspended upon violation of any zoning, building, health, or safety code provision, and the Owner must demonstrate compliance with the applicable code prior to being eligible for reinstatement or to receive a subsequent permit.
- (e) Any suspension, revocation, or forfeiture of an issued permit shall occur only after notice and opportunity for a hearing before the Board of Commissioners consistent with the procedures set forth in this Article.

**Sec. 30-520 - Permit fee**

The permit fee shall be a non-refundable fee amount as set forth in the Dawson County Planning and Development Fee Schedule, and as amended by the Dawson County Board of Commissioners from time to time. Permits are valid for twelve (12) months from the date of issuance.

**Sec. 30-521 – Taxes**

Short-term Rental and Bed and Breakfast Establishment Owners are subject to state sales tax, County taxes, including but not limited to the hotel/motel tax, and are liable for payment thereof as established by state law and the Code of Dawson County, Georgia. The County may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

**Sec. 30-522 – Violation and Penalties – upon Citation in Magistrate Court**

- (a) Any violation of this Article, including any violation of the Noise Ordinance set forth in the Code of Dawson County, Georgia, shall subject the permit holder to the following progressive actions, except for those violations and occurrences set forth in Section 30-519 that provide for immediate suspension or revocation upon notice and hearing:
  - (1) The first violation within a consecutive 12-month period, which shall result in a fine in magistrate court not to exceed \$ 250.00 and a written warning notice of violation upon a finding of guilt or plea in magistrate court.
  - (2) The second violation within a consecutive 12-month period, which shall result in a fine in magistrate court not to exceed \$ 500.00 and a suspension of the permit for a period of not less than thirty (30) nor more than ninety (90) days upon a finding of guilt or plea in magistrate court.
  - (3) The third violation within a consecutive 12-month period, which shall result in a fine in magistrate court not to exceed \$ 1,000.00 and the revocation of the permit upon a finding of guilt or plea in magistrate court, and the Owner or Short-term Rental Agent/Bed and Breakfast Agent shall not be eligible to reapply for a permit for a period of twelve (12) months from the date of revocation.
  
- (b) Any violation of the provisions of this Article by the Owner, Short-term Rental Agent/Bed and Breakfast Agent, or, occupants and/or guests of a Short-term Rental or Bed and Breakfast Establishment shall be enforced in magistrate court to the full extent authorized by O.C.G.A. § 36-1-20. Enforcement actions may be brought against occupants and/or guests of a Short-term Rental or Bed and Breakfast Establishment for violations of this Article and any other provision of the Code of Dawson County, Georgia notwithstanding that enforcement actions may also be brought against the Owner or Short-term Rental Agent/Bed and Breakfast Agent responsible for the conduct constituting the violation. A finding of guilt or plea of guilty or nolo contendere for any violation of the provisions of this Article shall subject the Owner of a Short-term Rental or Bed and Breakfast Establishment to the administrative penalties as set forth in Section 30-522(a)(1-3) regardless of whether the finding of guilty is against, or the plea of guilty or nolo contendere was by, the Owner, Short-term Rental Agent/Bed and Breakfast Agent, or occupants and/or guests of a Short-term Rental or Bed and Breakfast Establishment.

- (c) Each day the Short-term Rental or Bed and Breakfast Establishment is advertised, marketed, or rented for overnight accommodation without the necessary permit required under this Article shall constitute a separate violation.
- (d) A property subject to this Article that has been advertised or listed via the internet or other media sources (e.g. [www.vrbo.com](http://www.vrbo.com), [www.airbnb.com](http://www.airbnb.com), etc.) as a Short-term Rental or as a Bed and Breakfast Establishment shall be prima facie evidence the property is being used as a Short-term Rental or Bed and Breakfast Establishment.
- (e) Failure of the Owner or Short-term Rental Agent/Bed and Breakfast Agent to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the Short-term Rental or Bed and Breakfast Establishment in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this Article. It is not intended that an Owner or Short-term Rental Agent/Bed and Breakfast Agent act as a peace officer or place himself or herself in an at-risk situation.
- (f) In addition to the penalties described above, any person violating the provisions of this Article by operating a Short-term Rental or Bed and Breakfast Establishment without a valid permit under this Article may be prosecuted in magistrate court and upon conviction, shall be subject to a fine in an amount not to exceed \$1,000.00 or confinement in the county jail not to exceed 60 days or both.
- (g) Nothing contained in this subsection shall be construed to preclude the Board of Commissioners from suspending or revoking a permit for a period exceeding those periods identified in sections 30-522(a)(1),(2), or (3) or from revoking the permit if the Board determines in its discretion that such action is necessary and in the best interest of the public health, safety, and welfare of the County.
- (h) In all cases, the mandatory suspension period may be mitigated by the Board of Commissioners upon presentation of evidence that the permit holder established practices and procedures to prevent the violation from occurring.

### **Sec. 30-523 – Enforcement**

- (a) To ensure continued application of the intent and purpose of the Article, any complaints received by Dawson County regarding a Short-term Rental or Bed and Breakfast Establishment shall result in a notice of the complaint being directed to the Short-term Rental Agent or the Bed and Breakfast Agent, as applicable. The Short-term Rental Agent or Bed and Breakfast Agent shall be responsible for contacting the occupants to correct any problem within one (1) hour, if applicable. As directed by a duly authorized officer or employee of Dawson County, the Short-term Rental Agent or Bed and Breakfast Agent is required to visit the Property to confirm compliance with this Article. However, nothing in this section shall be construed as limiting Dawson County or any officer or employee

thereof in responding to any violation, disturbance, or complaint, or taking any enforcement action under this Article.

- (b) The Permit Administrator, or his or her designee, shall investigate whenever there is reason to believe that an Owner, Occupant(s) and/or Short-term Rental Agent or Bed and Breakfast Agent has failed to comply with the provisions of this Article. The investigation may include an inspection of the Short-term Rental or Bed and Breakfast Establishment in accordance with applicable law, review of law enforcement/security reports, online searches, citations, or neighbor documentation consisting of photos, sound recordings and video all of which may constitute evidence of a violation. Should the investigation support a finding that a violation occurred, the Permit Administrator shall determine in his/her discretion whether to proceed with the administrative penalties set forth in Section 18-385 or upon citation to Magistrate Court as set forth in Section 18-386, or both, as applicable.
- (c) The Permit Administrator, or his or her designee, is hereby authorized to establish such procedures as may be required to carry out the purpose and intent of this Section.
- (d) County employees, including employees or agents of the County Marshal's Office, Sheriff's Office, Code Compliance, Fire Department, and Health Department shall have the authority to enforce this Article.

#### **Sec. 30-524 – Appeals and Hearings**

- (a) A person aggrieved by the Permit Administrator's or his or her designee's decision to deny a permit may appeal the decision to the Dawson County Board of Commissioners. The appeal must be filed with the Dawson County clerk in writing, within 30 calendar days of the date of the decision to deny the permit, contain a concise statement of the reason for appeal, and be accompanied by the appeal fee as set out in Dawson County Planning and Development Fee Schedule as amended by the Dawson County Board of Commissioners from time to time.
- (b) Upon receipt of an appeal of the Permit Administrator's or his or her designee's decision to deny a permit, or upon the administrative suspension or revocation of a permit, the Dawson County clerk shall schedule a hearing before the Dawson County Board of Commissioners. The timely filing of an appeal shall stay the revocation, suspension, or denial, pending a decision by the Dawson County Board of Commissioners.
- (c) The Dawson County Board of Commissioners shall hold a hearing within 30 days after receipt of the appeal or following the Permit Administrator's determination that suspension or revocation of the permit is warranted, unless extended for good cause, and provide the aggrieved party written notice of the time, place, and date of the scheduled hearing on the matter. The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.

- (d) At the hearing, the Permit Administrator or his or her designee shall present the facts upon which the denial, suspension, or revocation of the permit were based. After presentation of the case against the aggrieved party, the aggrieved party will have an opportunity to present his/her case, to rebut the allegations made against him/her, and present whatever defenses he/she has. The aggrieved party shall have the right to be represented by an attorney, at the expense of the aggrieved party, and to present evidence and cross-examine opposing witnesses.
- (e) At the conclusion of the hearing, the Dawson County Board of Commissioners shall place any findings and conclusions in writing, which shall be forwarded by the Permit Administrator or his or her designee to the aggrieved party.
- (f) The decision of the Dawson County Board of Commissioners shall be final unless appealed to the superior court of the County, within 30 days of the Permit Administrator or his or her designee providing written notification to the aggrieved party of the decision. Appeal shall be by writ of certiorari based upon the record in accordance with O.C.G.A. § 5-4-1.
- (g) For purposes of this Article, notice shall be deemed delivered when personally served, or when served by certified mail postage prepaid within three days after the date of deposit in the United States Mail.

**Sec. 30-525 – Severability**

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

**Sec. 30-526 – Repealer**

All resolutions or ordinance or parts thereof in conflict with the terms of this Article are hereby repealed.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Recreation

Work Session: 05/05/2022

Prepared By: Melissa Hawk

Voting Session: 05/19/2022

Presenter: Matt Payne

Public Hearing: Yes  No

Agenda Item Title: A&E Services - War Hill Park Master Plan and Environmental Assessment

**Background Information:**

The Lease Agreement between the Secretary of the Army and Dawson County for War Hill Park calls for an annual Master Plan to be submitted. An environmental assessment needs to be submitted before beginning any work on the existing layout of the park.

**Current Information:**

It is time for the annual Master Plan to be created and submitted. The Board approved glamping for War Hill Park, which will require an environmental assessment. There are walking trails included in the SPLOST VII funds, which will also require an environmental assessment.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
					\$124,300.00	

Recommendation/Motion: Staff respectfully requests the Board to approve the Environmental assessment and Master Plan project; determine the funds to be utilized; assign a budget amount for the professional services; and approve the release of a Request for Proposal to create a contract for scope of work needed.

Department Head Authorization: Matt Payne

Date: 04/20/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

**Presentation**

VN: Recommend that this be paid out of Parks General fund 100.6180.521200.000 and budget be moved from GF Fund Balance



ARCHITECTURAL AND ENGINEERING SERVICES  
REQUIRED FOR THE MASTER PLAN UPDATE AND  
ENVIRONMENTAL ASSESSMENT FOR WAR HILL PARK

Work Session – May 5, 2022



# Background

- ❖ Dawson County entered into a Lease Agreement For War Hill Park, with the Secretary of the Army, on December 15, 2008.
- ❖ The Lease Agreement expires December 14, 2033.
- ❖ The Lease Agreement stipulates an annual Master Plan is to be submitted, to include any requested projects.



# Upcoming Improvement

❖ The Board of Commissioners approved glamping, at War Hill Park, on November 18, 2021.

❖ Electrical will be needed at sites 1, 2, 11, 12, 13 & 14.



# Scope of Work Needed

❖ National Environment Policy Act (NEPA) Environmental Assessment

❖ Master Plan Update



# Scope of Work Needed

## ❖ NEPA Environmental Assessment Highlights-

### ✓ Research and Initial Site Evaluation:

- Background research occurrence records and listed protected species
- Historic and archaeological records
- On-site investigation for potential habitat for and potential existence of State/Federal endangered/threatened species
- Evaluate wetlands, streams and spring heads

### ✓ Analysis and Report Preparation:

- Upon completion of research and data collection; assess environmental impacts of the Master Plan; create draft Environmental Assessment Report
- Coordinate with and answer questions of the United States Army Corps of Engineers of the Environmental Assessment Report
- Make any edits required
- Submit report to the U.S. Army Engineer District, Mobile, AL

# Scope of Work Needed

## ❖ Master Plan Update Highlights-

- ✓ Create a Map of War Hill Park:
  - Utilize existing data and aerial images to generate a base map showing existing features
  - Create a GIS Map
    - Outline and label existing conditions and previously approved additions
  - Update the GIS Map
    - Draft layout of improvements
  
- ✓ Create Master Plan:
  - Generate a draft Master Plan to be edited as needed
  - Generate the final Master Plan
  - Submit Master Plan with the EA Report to the U.S. Army Engineer District, Mobile, AL

# Estimated Costs

- ❖ Master Plan Research, Preparation and Submission – \$34,130.00
- ❖ EA Analysis, Report Preparation and Submission - \$90,100.00
- ❖ Total Cost - \$124,230.00





# Staff Recommendation

Staff respectfully requests the Board to approve the Environmental Assessment and Master Plan project; determine the funds to be utilized; assign a budget amount for the professional services; and approve the release of a Request for Proposal to create a contract for scope of work needed.

Thank you for your time.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance/EMS

Work Session: 05.05.22

Prepared By: Vickie Neikirk

Voting Session: 05.05.22

Presenter: Vickie Neikirk

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

Agenda Item Title: Request to write off of old uncollectable ambulance accounts

**Background Information:**

In 2017, the County adopted a policy of periodically writing off old uncollectible ambulance accounts. Once the billing company has exhausted their efforts of collections, the accounts are turned over to a professional collections company. They make numerous attempts at collecting these accounts. Once an account is older than 4 years, it cannot be pursued any longer.

**Current Information:**

The county has 969 accounts from 2014-2017 that need to be written off. These accounts total \$495,908.53. This write off will be written off against our allowance for doubtful accounts and there is currently \$1,781,213.02 in the allowance (as of 12/31/21).

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To approve the write off of 969 ambulance accounts that have passed the period of collections allowed by law.

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 4/26/22

County Manager Authorization: David Headley

Date: 4-26-2022

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

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DAWSON COUNTY BOARD OF COMMISSIONERS  
APPLICATION FOR APPOINTMENT TO COUNTY  
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for

Dawson County Library Board

Name Fred Meyer

Home Address 94 Red Trillium Ridge

City, State, Zip Big Canoe, GA 30143

Mailing Address (if different) 11669 Big Canoe  
Big Canoe GA 30143

City, State, Zip

Telephone Number

Alternate Number

Fax Telephone Number

E-Mail Address

Additional information you would like to provide:

Fred Meyer 26 APR 2022

Signature *Fred Meyer*

Date 26 APR 2022

**Please note: Submission of this application does not guarantee an appointment.**

**Return to: Dawson County Board of Commissioners  
Attn: County Clerk  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534  
(706) 344-3501 FAX: (706) 344-3504  
countyclerk@dawsoncounty.org**