City of Holly Springs

Date: Monday, June 7, 2021

Location: 3235 Holly Springs Pkwy.

City Council Work Session
Agenda
7:00 p.m., Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

"Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007."

III. INVOCATION

IV. SPECIAL PRESENTATIONS

- Years of Service Recognition for Councilwoman Karen Barnett
  Presented to Richard Barnett and Melissa Kohring
- 10 Years of Service Recognition – Robert H. Logan
- Hickory Flat Area Plan
  Presented by Margaret Stallings, Planning Manager, Cherokee County

V. PUBLIC COMMENTS

VI. NEW BUSINESS

A. Discuss A-02-2021, MA-03-2021, and CUP-03-2021, annexation and rezoning of 11.136 +/- acres located off of Highway 140, Cherokee County, Georgia, tax parcel 233 of tax plat 15N19, from R-40, Single Family Residential Estate (County), to NC, Neighborhood Commercial (City), and conditional use permit for a church
Presented By: Nancy Moon, Community Development Director

B. Discuss a proposal from KB Advisory Group to provide implementation services for the Holly Springs Tax Allocation District (TAD) #2 and advisory services for the sale of parcels within the Town Center Project (TCP)
Presented By: Robert H. Logan, City Manager

C. Discuss Change Order #1 from Complete Demolition Services, LLC
Presented By: Robert H. Logan, City Manager

D. Discuss an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Holly Springs Parkway at Palm Street Intersection Improvement between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

E. Discuss a resolution appointing Nancy Moon and Jacob Hughes to the Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan (CTP)
Presented By: Robert H. Logan, City Manager

F. Discuss a resolution appointing Eric Rein to the Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan (CTP)
Presented By: Robert H. Logan, City Manager

G. Discuss a resolution appointing Alex Gray to the Holly Springs Tree Commission
Presented By: Robert H. Logan, City Manager

H. Discuss amending the Georgia Municipal Employees Benefits System (GMEBS) Defined Benefit Plan
Presented By: Karen Norred, City Clerk

I. Discuss restating the Health Reimbursement Arrangement (HRA) Plan Document and Summary of Benefits and Coverage
Presented By: Karen Norred, City Clerk

J. Discuss amending the Anthem BCBS plan to change the termination of coverage to the end of the month
Presented By: Karen Norred, City Clerk

K. Discuss a Trademark Sublicense Agreement between the Georgia Department of Community Affairs and the City of Holly Springs, Georgia
Presented By: Erin Honea, Economic Development Director/Assistant City Clerk

VII. REPORTS

VIII. ADJOURNMENT

City Council Special Called Meeting
Agenda
Immediately following the Work Session

I. CALL TO ORDER

II. OLD BUSINESS

1. Approve/deny an Intergovernmental Agreement for Implementation of Service Delivery Strategy among Cherokee County, Georgia and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock and authorize the Mayor to execute the documents

III. NEW BUSINESS

2. Approve/deny a proposal from KB Advisory Group to provide implementation services for the Holly Springs Tax Allocation District (TAD) #2, Task #1, in an amount not to exceed $5,000

3. Approve/deny a proposal from KB Advisory Group to provide implementation services for the Holly Springs Tax Allocation District (TAD) #2 and advisory services for the sale of parcels within the Town Center Project (TCP), Tasks #2, #3, and #4, in an amount not to exceed $6,000

4. Approve/deny Change Order #1 from Complete Demolition Services, LLC for removal of approximately a 60'x70' concrete slab under existing slab in an amount not to exceed $3,000

5. Approve/deny an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Holly Springs Parkway at Palm Street Intersection Improvement between Cherokee County, Georgia and the City of Holly Springs, Georgia and authorize the Mayor to execute the documents

IV. ADJOURNMENT

COUNCIL AGENDA REPORT

FROM: **Nancy Moon**

SUBJECT: **A-02-2021,** applicant requests annexation of 11.136 +/- acres located off of Highway 140, Cherokee County, GA, tax parcel 233 of tax plat 15N19

MA-03-2021, applicant requests rezoning of 11.136 +/- acres located off of Highway 140, Holly Springs, GA, tax parcel 233 of tax plat 15N19, from R-40, Single Family Residential Estate (County), to NC, Neighborhood Commercial (City)

CUP-03-2021, applicant requests a conditional use permit for a church for property located off of Highway 140, Holly Springs, GA, tax parcel 233 of tax plat 15N19

DATE: **June 2, 2021** **COUNCIL MEETING DATE: June 7, 2021**

STAFF ANALYSIS

Applicant, Rising Hills Church, has requested annexation and rezoning for 11.136+/- acres located off of Hickory Flat Hwy, tax parcel 233 of tax plat 15N19, from R-40, Single Family Residential Estate (County) to NC, Neighborhood Commercial (City). In addition, the applicant has requested a conditional use permit for the establishment of a church, as required by the NC zoning district.

Phase I construction will consist of a single-story 12,000 sq. ft. building with proposed façade materials of brick, EIFS, stone and metal. Additional phases will be constructed in the future.

The establishment of a church has the following additional regulations:

a. They are located on an arterial, major or minor collector street with two hundred fifty (250) feet of road frontage.
b. The buildings are located not less than fifty (50) feet from any street and not less than thirty (30) feet from any side or rear property line.
c. Parking is not provided in the front yard setback area.
d. If adjacent to residential zoned property, a buffer of at least fifty (50) feet in width shall be provided along the property lines adjacent to said zoning; provided, however, that this buffer may be reduced to no less than twenty (20) feet in width adjacent to the sanctuary building or "Sunday School" educational building and parking related to these buildings.

The site plan submitted was developed under the Cherokee County Development regulations; however, it appears that the development could easily meet the standards above. The development would also be subject to the development standards of the Hickory Road Model Zoning District guidelines.

Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-40	**NORTH:**	SFR
SOUTH:	R-40(County) OI/NC/PDR/MXD	**SOUTH:**	SFR SFR/Harmony on the Lakes
EAST:	R-40 (County) PDR	**EAST:**	SFR Avery Landing
WEST:	R-40(County) OI/NC/PDR/MXD	**WEST:**	SFR SFR/Harmony on the Lakes

B. Zoning Proposal Review Standards; Study Required for Amendment

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

   Adjacent and nearby properties consist of a mix of commercial, office, and residential uses. The proposed zoning district would permit a number of uses compatible with the adjacent uses.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

   Adjacent properties and nearby properties would not be affected significantly. Buffers would be in place adjacent to the residential areas.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

   The property could be developed with the permitted uses allowed within the R-40 zoning district. Also, the proposed use could be developed with the approval of a conditional use permit in the R-40 zoning district.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

   This request would result in additional use of utilities and streets. The proposed entrance, located on Hwy 140, as well as any improvements along the Hwy 140 right-of-way, will need to be approved by the Georgia Department of Transportation

(GDOT). No access is planned off of Orchard Drive. The proposed development will have no impact on the local school system.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

   This property is planned for development within the Suburban Neighborhoods character area. This character area corresponds with conventional suburban subdivisions with approximately 1/3 acre to 1-acre lots that have curvilinear streets. Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true "neighborhood" feel, as opposed to each tract being developed without consideration of connecting to abutting properties.

   Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

   Application: Existing and new single-family residential neighborhoods.

   Primary Future Land Uses: Single-family detached residential

   Zoning Districts: R-40, R-30, R-20, PD-R, TND

   While this property is categorized into the Suburban Neighborhood character areas, Parkway Corridor, Neighborhood Center and Traditional Neighborhood Development character areas are directly across Hwy 140 and Orchard Drive. In addition, the proposed use would be allowed under the existing Suburban Neighborhoods category.

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

   The proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

   a) **Commercial Uses. Use the character areas and the Future Development Map (FDM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities. (8.1, #1)**

b) **Commercial-Less Intense Uses. Encourage the expansion of neighborhood commercial and office/institutional development containing compatible and complimentary uses that do not detract from the city's established residential areas. (8.1, #2)**

c) **Annexation. Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (8.1, #9)**

d) **Architectural Requirements. Utilize the adopted architectural requirements for the various character areas of the city, seeking to refine and enhance these requirements, as needed. Consistently enforce architectural regulations to promote a uniform and harmonious quality of development within respective character areas. (8.1, #11)**

e) **Land Use Decisions. Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals. (8.1, #22)**

7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

   All development will be required to comply with the federal, state, and local regulations.

8. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

   Recent surrounding development has consisted largely of commercial and single-family residential uses. Additional commercial development would provide additional services for the area.

C. Cherokee County Comments

Cherokee County Board of Commissioners met on April 20, 2021 to discuss the annexation case. They voted unanimously to indicate that there was no basis for an objection. However, they did request that no access to the property be permitted from the residential streets, i.e. Orchard Drive. County staff did reference the size of the building. As proposed, the applicant would have needed to apply for a Special Use Permit due to the size of the building (similar to the City's process for a Conditional Use Permit), but they did indicate that there were a number of factors that would support the granting of this permit. The only other major issue raised was to require a front setback of 75' in order to leave room for Hwy 140 expansion. The site plan currently shows this setback for not only the building but also the parking area.

D. Summary

Adjacent and nearby property is zoned R-40, NC, OI, and PDR/MXD with a mix of commercial, office, and residential uses. The proposed use would be compatible with the surrounding properties and the proposed use is permitted by within the future development map character area.

E. Planning Commission Recommendation

Planning Commission conducted a public hearing on April 15, 2021, for annexation and rezoning to GC, General Commercial. Area residents expressed concerns with traffic, safety, size of the building, buffers, noise, and environmental waste. Planning Commissioners had some concern with the zoning district requested by the applicant and voted to table the application. Subsequently, the applicant amended their application to request the NC zoning district and a conditional use permit for the church. Another public hearing was conducted on May 13, 2021, to hear the amended application. The main concerns expressed were the need for additional evergreen vegetation in the buffer to provide screening during the winter and concerns about lighting. Some concern was expressed regarding the location of commercial uses if the church did not pursue the development of the property. Planning Commission voted to recommend APPROVAL of the annexation request (5-0), APPROVAL of the rezoning request (5-0) with staff stipulations and an additional stipulation to install evergreen trees in the buffer, and APPROVAL of the conditional use permit request with staff stipulations (5-0).

F. Staff Recommendation

Staff recommends **APPROVAL** to annex 11.136+/- acres.

Staff recommends **APPROVAL** to rezone 11.136+/- acres, to **NC, Neighborhood Commercial** with the following stipulations:

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. All improvements to Highway 140 shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Highway 140, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
4. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.

5. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers. Additional evergreen vegetation shall be installed within the buffer as approved by the City Arborist.
6. The following uses shall be prohibited on this site:

    a. Adult Entertainment
    b. Auto Laundry/Carwash Establishment
    c. Auto Leasing Establishments
    d. Auto Service Establishments
    e. Automobile Sales-New
    f. Automobile Sales-Used
    g. Amusement parks
    h. Animal hospitals/clinics with outdoor kennels
    i. Boat Sales Facility
    j. Bowling Alley
    k. Cash, Check Cashing, and Pawn Establishments
    l. Cellular phone towers
    m. Emissions Testing Facilities
    n. Gasoline Service Stations
    o. Go-kart, motor bike track
    p. Hotel and Extended Stay Facilities
    q. Membership Club Warehouse
    r. Outdoor Amusement Enterprises
    s. Recreation Park
    t. Tattoo Parlors and Body Piercing Establishments
    u. Tire sales with outdoor storage

Staff recommends **APPROVAL** for a conditional use permit for the establishment of a **Church** with the following stipulations:

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. All improvements to Highway 140 shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Highway 140, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
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5. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers. Additional evergreen vegetation shall be installed within the buffer as approved by the City Arborist.

CONCURRENCES

Planning Commission

FISCAL IMPACT

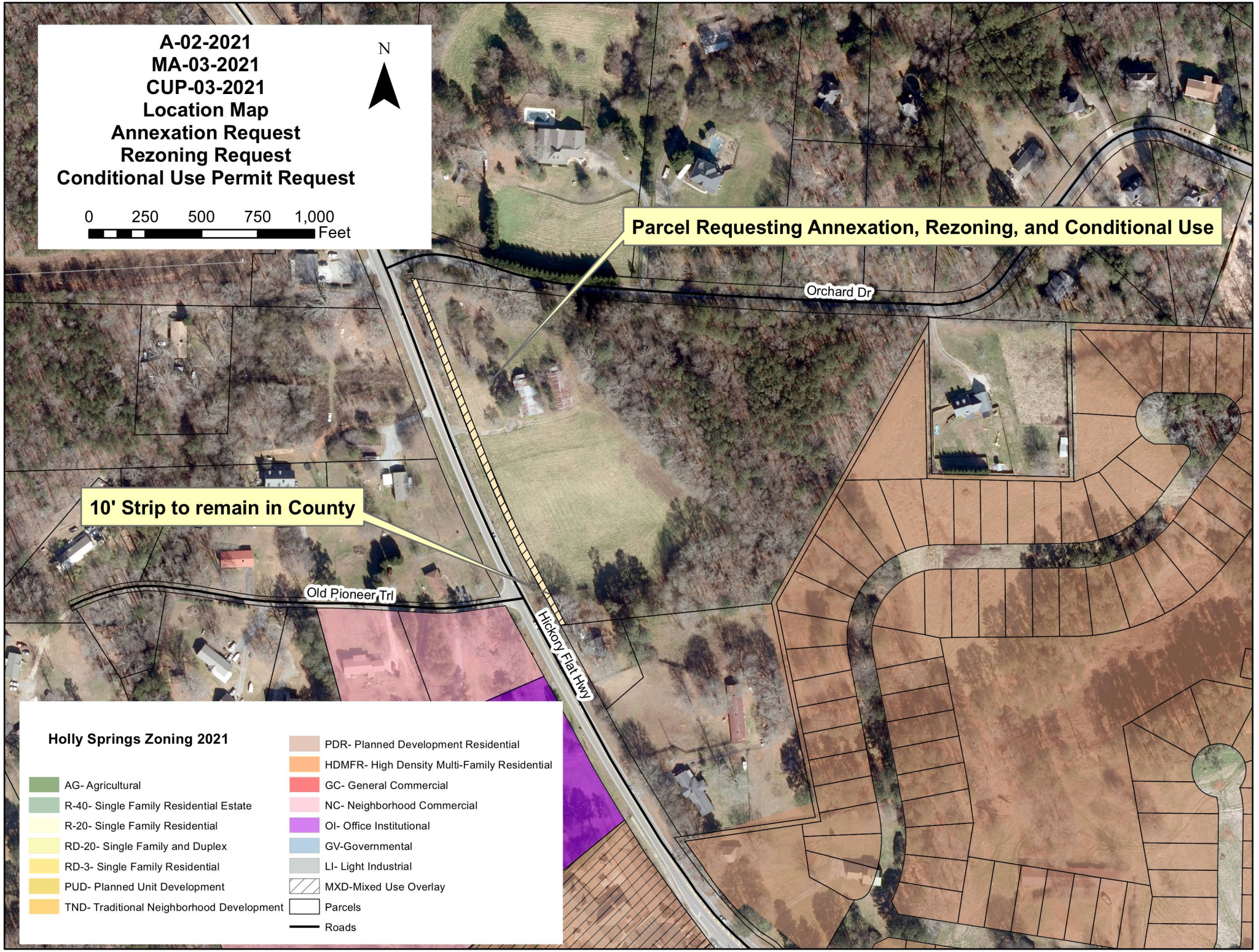
N/A

ALTERNATIVES

Denial

ATTACHMENTS

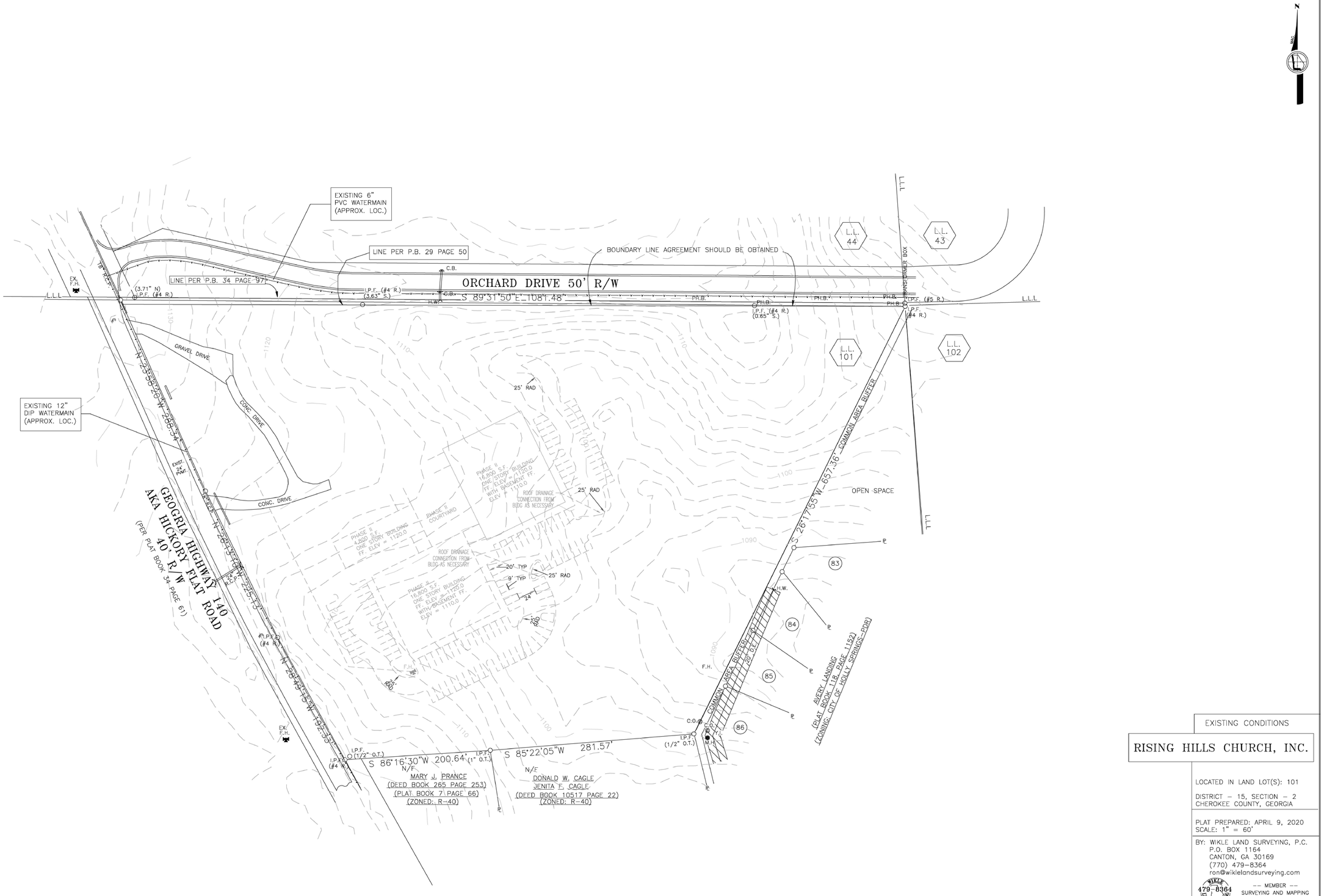
Application
Location Map


A-02-2021
MA-03-2021
CUP-03-2021
Location Map
Annexation Request
Rezoning Request
Conditional Use Permit Request
N
0 250 500 750 1,000
Feet
Parcel Requesting Annexation, Rezoning, and Conditional Use
Orchard Dr
10' Strip to remain in County
Old Pioneer Trl
Hickory Flat Hwy
Holly Springs Zoning 2021
AG- Agricultural
R-40- Single Family Residential Estate
R-20- Single Family Residential
RD-20- Single Family and Duplex
RD-3- Single Family Residential
PUD- Planned Unit Development
TND- Traditional Neighborhood Development
PDR- Planned Development Residential
HDMFR- High Density Multi-Family Residential
GC- General Commercial
NC- Neighborhood Commercial
OI- Office Institutional
GV-Governmental
LI- Light Industrial
MXD-Mixed Use Overlay
Parcels
Roads

FIELD BOOK 115, PAGE 59, FILE R3031.

LEGEND:

1) I.P.S. – IRON PIN SET (#4 R.)
2) I.P.F. – IRON PIN FOUND
3) L.L.L. – LAND LOT LINE
4) R/W – RIGHT OF WAY
5) ℞ – PROPERTY LINE
6) ℄ – CENTER LINE
7) R – REINFORCING BAR
8) P.P. – POWER &(OR) PHONE POLE
9) N./F. – NOW OR FORMERLY
10) ———— FENCE (APPROX. LOC.)
11) —/\/\— OVERHEAD UTILITY LINE
12) B.L. – BUILDING LINE
13) D.E. – DRAINAGE EASEMENT
14) – FIRE HYDRANT
15) R.C.P. – REINFORCED CONCRETE PIPE
16) V.M. – WATER METER
17) W.V. – WATER VALVE
18) C.M.P. – CORRUGATED METAL PIPE
19) PH. B. – PHONE BOX
20) C.B. – CATCH BASIN
21) H.W. – HEAD WALL
22) C.O. – CLEAN OUT
23) Y.I. – YARD INLET



60' 0' 60' 120' 180'
GRAPHIC SCALE – FEET

AREA = 11.09 ACRES

"ALL MATTERS OF TITLE ARE EXCEPTED"

EXISTING CONDITIONS

RISING HILLS CHURCH, INC.

LOCATED IN LAND LOT(S): 101

DISTRICT – 15, SECTION – 2
CHEROKEE COUNTY, GEORGIA

PLAT PREPARED: APRIL 9, 2020
SCALE: 1" = 60'

BY: WIKLE LAND SURVEYING, P.C.
P.O. BOX 1164
CANTON, GA 30169
(770) 479-8364
ron@wiklelandsurveying.com

WIKLE 479-8364 LAND SURVEYING

-- MEMBER --
SURVEYING AND MAPPING
SOCIETY OF GEORGIA

FIELD BOOK 115, PAGE 59, FILE R3031.

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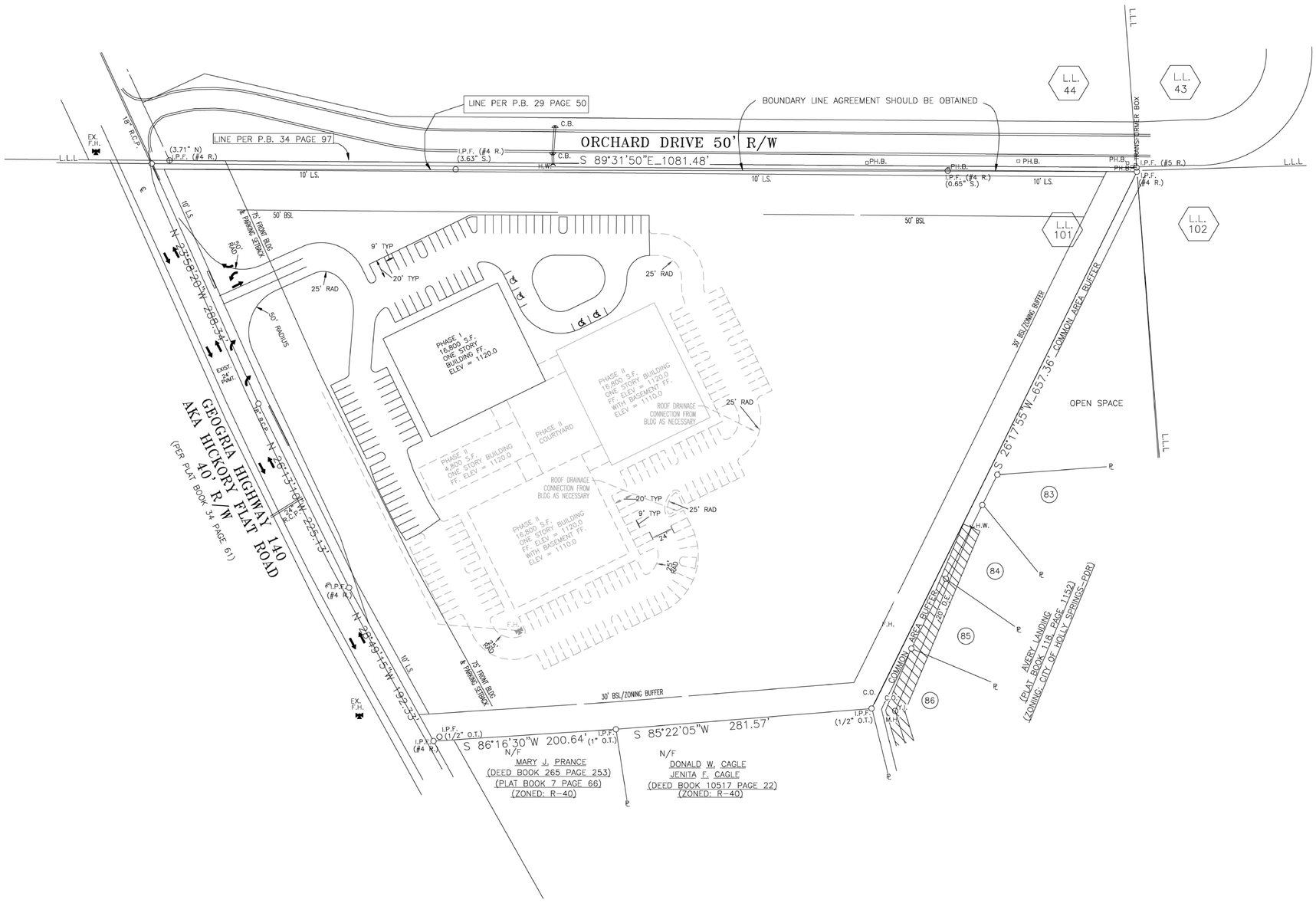
PARKING CALCUATIONS

TOTAL SEATS = 300
REQUIRED SPACES = 75
SPACES SUPPLIES = 77
INCLUDING 4 HANDICAP



60' 0' 60' 120' 180'
GRAPHIC SCALE – FEET

AREA = 11.09 ACRES

"ALL MATTERS OF TITLE ARE EXCEPTED"

SITE PLAN

RISING HILLS CHURCH, INC.

LOCATED IN LAND LOT(S): 101

DISTRICT – 15, SECTION – 2
CHEROKEE COUNTY, GEORGIA

PLAT PREPARED: APRIL 9, 2020
SCALE: 1" = 60'

BY: WIKLE LAND SURVEYING, P.C.
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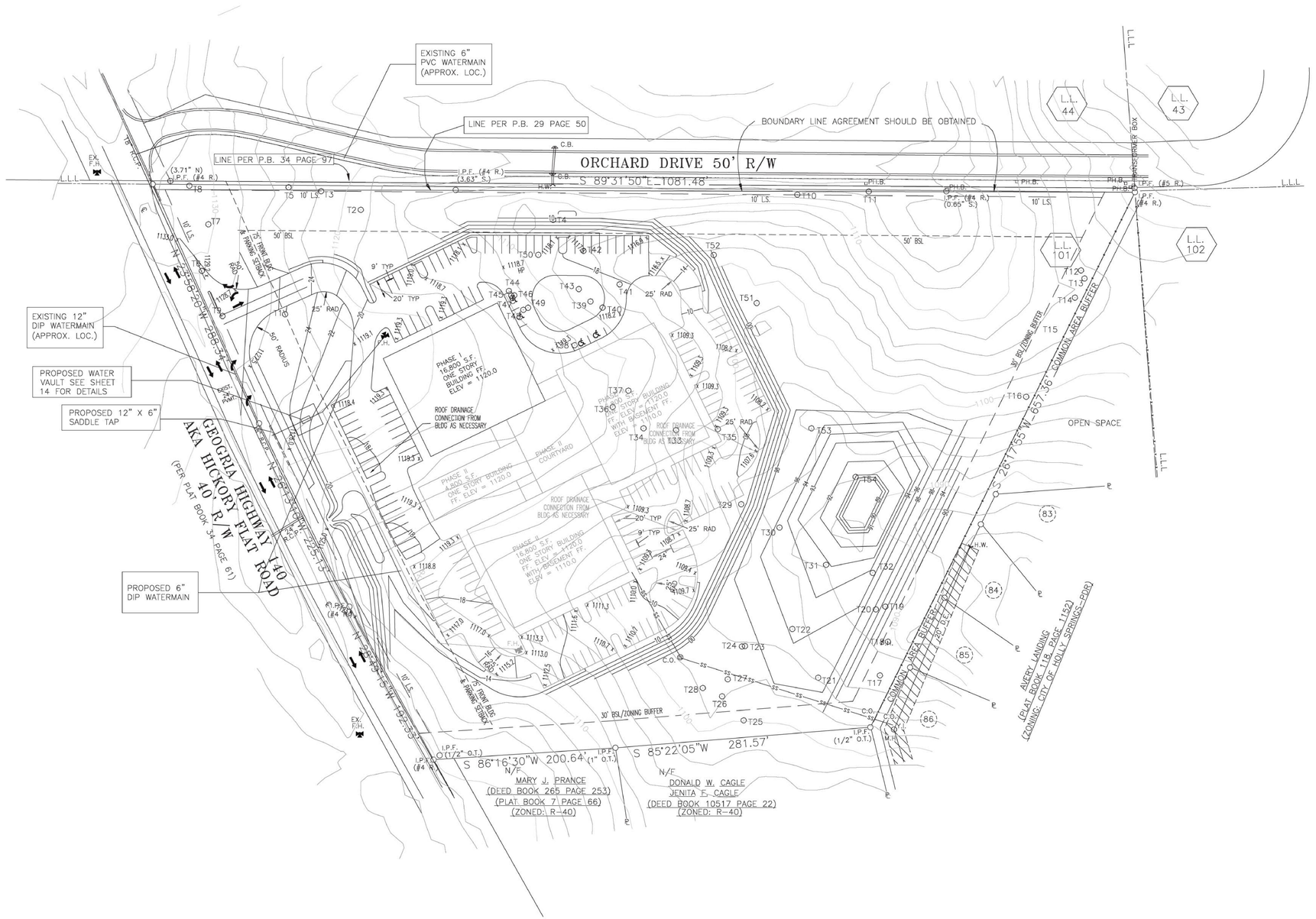

60' 0' 60' 120' 180'
GRAPHIC SCALE – FEET

AREA = 11.09 ACRES

"ALL MATTERS OF TITLE ARE EXCEPTED"

GRADING PLAN

RISING HILLS CHURCH, INC.

LOCATED IN LAND LOT(S): 101

DISTRICT – 15, SECTION – 2
CHEROKEE COUNTY, GEORGIA

PLAT PREPARED: APRIL 9, 2020
SCALE: 1" = 60'

BY: WIKLE LAND SURVEYING, P.C.
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(770) 479-8364
ron@wiklelandsurveying.com
WIKLE 479-8364 LAND SURVEY
-- MEMBER --
SURVEYING AND MAPPING SOCIETY OF GEORGIA

A-02-2021

City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: 3/4/21

Applicant's Name: Rising Hills Church

Corporation Name: Rising Hills Church, Inc

Mailing Address: P.O Box 4506 Canton, GA 30114

Phone: [redacted]

Email: [redacted]

PROPERTY OWNER INFORMATION

Property Owner(s): Rising Hills Church, Inc

Mailing Address: P.O. Box 4506 Canton, GA 30114

Phone: [redacted]

Email: [redacted]

PROPERTY INFORMATION

Tax Map #: 15N19 Parcel #: 233

Land Lot(s)/District: LL-101 15th Dist 11.136 Acres

Physical Address: 3693 Hickory Flat Hwy

Property Location Description: Corner of Orchard Dr & 140

Current Zoning: R-40

(Attach additional sheets, if necessary)

Rev. 03/2015

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? No If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

Church Buildings

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

☑ A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;

D A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;

D Complete the Applicant & Property Owner(s) Signature Sections, following page;

D Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Rising Hills Church, Inc
Applicant Name (Please Print)

SAME AS above
Corporation Name (Please Print)

CEO
Title (Please Print)

Applicant Signature

3/17/21
Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Rising Hills Church, Inc
Property Owner Name (Please Print)

Property Owner Signature

3/21/21
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Notary (form must be notarized)

Received by: Tracy Chambers
City of Holly Springs, Georgia

Date: 3-29-2021

DEED BOOK:14249 PG:1292 Filed: 02/22/2018 04:35 PM Clerk File Number: 28-2018-005829
Rec: $14.00 TRANSFER TAX $760.90
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 0839437588 SubmitterID: 7067927936

AFTER RECORDING RETURN TO:
J. Christopher Geiger, PC
157 Reinhardt College Parkway, Suite 400
Canton, GA 30114

FILE NO. 1711345

LIMITED WARRANTY DEED

STATE OF CALIFORNIA,
Riverside **COUNTY**

THIS INDENTURE, Made this 9TH day of February in the year of our Lord Two Thousand Eighteen between

EVENT ADVERTISING, INC.

("Grantor") of the State of California, and

RISING HILLS CHURCH, INC.

("Grantee") of the State of Georgia, (the terms "Grantor" and "Grantee" to include the singular and the plural, and shall be deemed to refer equally to each of said person, firms or entities, their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledge by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

All that tract or parcel of land lying and being in Land Lot 101, 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

Begin at the Northeast corner of Land Lot 101; thence South 28° 59' 01" West a distance of 657.1 feet to an iron pin found; thence South 88° 10' 00" West a distance of 281.71 feet to an iron pin found; thence South 89° 01' 50" West a distance of 200.72 feet to an iron pin found on the easterly right of way line of Hickory Flat

DEED BOOK:14249 PG:1293 Filed: 02/22/2018 04:35 PM Clerk File Number: 28-2018-005829
Rec: $14.00 TRANSFER TAX $760.90
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 0839437588 SubmitterID: 7067927936

Road (a/k/a Georgia Highway 140) (40' right of way); thence along the easterly right of way line of Hickory Flat Road North 26° 01' 46" West a distance of 192.26 feet to an iron pin found; thence continuing along the easterly right of way line of Hickory Flat Road North 23° 29' 35" West a distance of 224.94 feet to an "X" on an 18-inch reinforced concrete pipe; thence continuing on the right of way line of Hickory Flat Road North 21° 07' 56" West a distance of 292.88 feet to a point at the intersection of the easterly right of way line of Hickory Flat Road and the northerly line of Land Lot 101; thence along the northerly line of Land Lot 101 South 86° 34' 30" East a distance of 1082.42 feet to the point of beginning; shown as containing 11.138 acres on that certain plat of survey entitled "Boundary Survey for Margret V. Sapp", prepared by CC Land Surveyors Incorporated, bearing the seal of Anastasios Costardies, Georgia Registered Land Surveyor No. 2448, dated December 5, 2002.

Being the same property conveyed to the previous Grantor by Warranty Deed dated January 16, 2009 and recorded in Deed Book 10471, page 29, Cherokee County, Georgia Official Records and the same property conveyed to the present Grantor in deed dated 21 March 2016 and recorded in Deed Book 13827, page 463, Cherokee County, Georgia Official Records.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE.**

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of all persons claiming by, through, or under grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

EVENT ADVERTISING, INC.

By: _____ (Seal)
JOHN W. ADDINK, President

MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006 *For Application Procedures, See p. 7*

APPLICATION MA- 03-2021 APPLICATION CUP- 03-2021

HEARING DATE _____ DATE OF APPLICATION _____

APPLICANT Rising Hills Church

OWNER _____
(If other that applicant)

ADDRESS 3693 Hickory Flat Hwy
Canton, GA 30115

ADDRESS _____

ZIP CODE 30115 PHONE 770 655-8122

ZIP CODE _____ PHONE _____

EMAIL _____

SIGNATURE George Anders

SIGNATURE George Anders

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) R-40 REQUESTED ZONING DISTRICT NC

REQUESTED CONDITIONAL USE(S) Church

PROPERTY LOCATION/ADDRESS 3693 Hickory Flat Hwy Canton GA 30115

MAP NUMBER _____ PARCEL NUMBER(S) _____

LAND LOT(S) 101 DISTRICT(S) 15th SECTION(S) 2nd

ACREAGE 11.136 SEWAGE DISPOSAL TYPE City UTILITIES AVAILABLE Water, Sewer, Gas, Elec

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:
Church Bldg

(COMPLETE ON ATTACHED PAPER IF NECESSARY)
The following information must be provided with completed application:

- ___ WARRANTY DEED
- ___ TAX DOCUMENTATION
- ___ SURVEY PLAT BY REGISTERED SURVEYOR
- ___ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR INDIVIDUAL FOLDED TO 8.5"x11"
- ___ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ___ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ___ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ___ FILING FEE$_____ RECEIPT#_____ CHECK#_____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:		CITY COUNCIL DECISION:	
APPROVED _____	STIPULATIONS_____	APPROVED _____	STIPULATIONS_____
DISAPPROVED _____	TABLED _____	DISAPPROVED _____	TABLED _____

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

Church Bldg surrounded by residential

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

- No -

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

Currently R-40. No reasonable economic use

(4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

No additional

(5) Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

Mixed use

(6) Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

Conforms

(7) Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

Developer will comply

(8) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Not Known

Complete the following section, if applicable.

Residential

Minimum house size:_____sq. ft.

Exterior façade:_____

Maximum number of units:_____

Anticipated start date:_____

Anticipated completion date:_____

Commercial

Number of buildings: 3

Maximum square footage: 30,000 sq. ft.

Number of stories: 1

Total number of employees: 6

Exterior façade: Brick, EFIS, stone, metal

Anticipated start date: 1/10/22

Anticipated completion date: 7/1/22

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____YES ____✓____NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____YES ____✓____NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____YES ____✓____NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating $250.00 or more?

_____YES ____✓____NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: _____

Official Position:_____

Dollar Amount of Contribution: _____

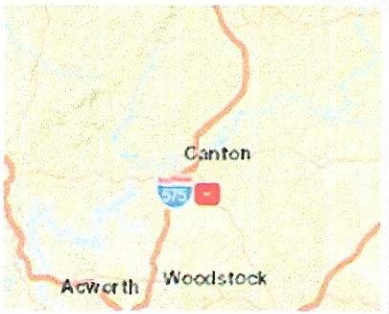
Description of Contribution: _____

Date of Contribution:_____

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

4/20/21	Jerry Candito	Candito
DATE	NAME PRINTED	SIGNATURE

Cherokee County, GA



Legend

- Airports
  - Air Acres Airfield
  - Cherokee County Regional Airport
- Parcels
- Schools
- Churches

1: 13,435

Notes

2,239.2 0 1,119.61 2,239.2 Feet

© Cherokee County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

DEED BOOK:14249 PG:1292 Filed: 02/22/2018 04:35 PM Clerk File Number: 28-2018-005829
Rec: $14.00 TRANSFER TAX $760.90
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 0839437588 SubmitterID: 7067927936

AFTER RECORDING RETURN TO:
J. Christopher Geiger, PC
157 Reinhardt College Parkway, Suite 400
Canton, GA 30114

FILE NO. 1711345

LIMITED WARRANTY DEED

STATE OF CALIFORNIA,
Riverside **COUNTY**

THIS INDENTURE, Made this 9TH day of February in the year of our Lord Two Thousand Eighteen between

EVENT ADVERTISING, INC.

("Grantor") of the State of California, and

RISING HILLS CHURCH, INC.

("Grantee") of the State of Georgia, (the terms "Grantor" and "Grantee" to include the singular and the plural, and shall be deemed to refer equally to each of said person, firms or entities, their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledge by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

All that tract or parcel of land lying and being in Land Lot 101, 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

Begin at the Northeast corner of Land Lot 101; thence South 28° 59' 01" West a distance of 657.1 feet to an iron pin found; thence South 88° 10' 00" West a distance of 281.71 feet to an iron pin found; thence South 89° 01' 50" West a distance of 200.72 feet to an iron pin found on the easterly right of way line of Hickory Flat

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Rec: $14.00 TRANSFER TAX $760.90
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 0839437588 SubmitterID: 7067927936

Road (a/k/a Georgia Highway 140) (40' right of way); thence along the easterly right of way line of Hickory Flat Road North 26° 01' 46" West a distance of 192.26 feet to an iron pin found; thence continuing along the easterly right of way line of Hickory Flat Road North 23° 29' 35" West a distance of 224.94 feet to an "X" on an 18-inch reinforced concrete pipe; thence continuing on the right of way line of Hickory Flat Road North 21° 07' 56" West a distance of 292.88 feet to a point at the intersection of the easterly right of way line of Hickory Flat Road and the northerly line of Land Lot 101; thence along the northerly line of Land Lot 101 South 86° 34' 30" East a distance of 1082.42 feet to the point of beginning; shown as containing 11.138 acres on that certain plat of survey entitled "Boundary Survey for Margret V. Sapp", prepared by CC Land Surveyors Incorporated, bearing the seal of Anastasios Costardies, Georgia Registered Land Surveyor No. 2448, dated December 5, 2002.

Being the same property conveyed to the previous Grantor by Warranty Deed dated January 16, 2009 and recorded in Deed Book 10471, page 29, Cherokee County, Georgia Official Records and the same property conveyed to the present Grantor in deed dated 21 March 2016 and recorded in Deed Book 13827, page 463, Cherokee County, Georgia Official Records.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE.**

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of all persons claiming by, through, or under grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

ATTACHED
Notary Public
My Commission Expires:

EVENT ADVERTISING, INC.

By: John W. Addink (Seal)
JOHN W. ADDINK, President

KB Advisory Group
1447 Peachtree Street NE
Suite 610
Atlanta GA 30309
404.845.3550

May 27, 2021

Rob Logan, City Manager
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: Proposal to provide implementation services for the Holly Springs TAD #2

Rob

This letter responds to your request to receive a proposal and cost estimate to assist the City as needed in negotiating consent agreements with the County Commission and Board of Education concerning the City's TAD #2. The City may also request KBA's assistance in evaluating the terms of pending agreement(s) with the selected developer(s) for the Town Center project. However, scope and need for that task are still to be determined, pending your receipt of more information from the developer(s).

We understand that KBA's scope of work for this assignment might include some or all of the following tasks:

1. Prepare drafts of proposed Intergovernmental Agreements with Cherokee County and the County School District. We will re-use agreement templates developed during the last round of consent negotions and modify them as as needed to reflect the input you have received during informal discussions with County and School District officials. In the case of the School District, terms of the IGA will include provisions to "adjust" net contributed school tax allocation increments through some form of PILOT payment to offset increased educational service costs resulting from new residential development. We will prepare first drafts on the City's behalf and later incorporate comments as agreed to with the County and School District.

2. Prepare an updated financial/TAD increment forecast for the Town Center Project. We propose to prepare an updated financial model that reflects terms of pending land sales, latest updates to the site plan, construction schedules etc., as well as resulting TAD incrmeen forecasts (for the entire TAD) over the remaining life of the District. The purpose of the financial model will be to (a) determine how much of the City's investment into the Project to date will be recovered from land sales and TAD revenues; and (b) determine how much additional revenue might be available to offset future debt service to construct the new City Hall and other public facilities on the property. This model will be used in part to assist the City during negotiation of the two IGA's, and may potentially assist you in negotiations with the Project's developer(s).

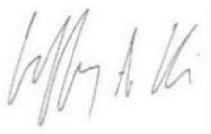
3. Evaluate the reasonableness of financial offers received for development rights to the Town Center Project. We recommend that the City engage KBA or other third party to objectively verify the reasonabless of financial terms offered for development rights to the Project. We would propose to collect information on comparable transactions, evaluate the developer's financial proforma to estimate returns, and suggest adjustments to compensation offered to the City, if appropriate. While we fully expect the offer(s) to be reasonable, it will be important for the City Council to receive independently gathered due diligence before entering into any formal agreement(s) to convey the property to the private sector.

4. Assist the City in negotiating terms and/or preparing Purchase and Sale and/or Development Agreement(s) among the Parties. KBA has not reviewed the specific terms of agreements reached to date with the Project's developer(s), but we assume that an additional, formalized agreement will be needed to accompany the City's sale of parcels and development rights. We can be available to ether review and comment upon draft agreements prepared by the developer(s) or prepare a first draft on the City's behalf.

We propose to to undertake this assignment on an hourly, as needed basis, at a rate of $200/per hour. For Task 1, we can commit to deliver drafts of both IGA's within a combined maximum or upset limit of $5,000, including attendance at a one meeting with the School District and County. Given the variability of Tasks 2 through 4, we would suggest proceeding on an hourly basis as authorized. For budgeting purposes an allowance of 30 hours (12 hours for Task 2, 8 hours for Task 3, and 10 hours for Task 4) or $6,000 should be adequate to complete those tasks. However we will invoice based only on actual hours incurred and will inform you in advance if budgeted amounts may be exceeded. We can also adjust our level of effort to stay within general budget parameters the City may establish for those tasks.

If acceptable, please sign below and return a copy to us as your authorization to proceed. We look forward to being of service to the City of Holly Springs in this effort.

Very truly yours,



Geoff Koski
President

Accepted by: _____

Date: _____/_____/_____

Terms and Conditions of the Agreement

Accuracy of Reporting: Every reasonable effort will be made to ensure that the data used and findings reported in this assignment (all tasks collectively referred to as "the Study") reflect the most accurate and timely information possible and believed to be reliable. The Study will be based on estimates, assumptions and other information developed by KB Advisory Group ("KBA") from its independent research efforts, general industry knowledge and consultations with the Client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the Client, its agents or representatives or any other data source used in preparing or presenting the Study. Any report(s) issued as part of the Study will be based on information that is current as of the date of the report. KBA assumes no responsibility to update the information after the date of the report(s).

The report(s) may contain prospective financial information, estimates or opinions that represent KBA's view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described in the report and variations may be material. Therefore, no warranty or representation is made by KBA that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report(s): The report(s) may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the Client without first obtaining the prior written consent of KBA.

Termination: Should the Client determine to terminate this agreement for any reason, the Client agrees to so notify KBA via letter and agree to pay for work completed by KBA up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alternation, change or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third-party mediator will be shared equally by the parties.

Limitation of Liability: The Client agrees that in the event and as a result of any mediation or legal action resulting from this assignment, KBA's maximum liability will be limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	CITY OF HOLLY SPRINGS	**PROJECT:**	CITY OF HOLLY SPRINGS	**APPLICATION NO:** 001	**Distribution to:**
				PERIOD TO: April 26, 2021	OWNER: ☒
				CONTRACT FOR: General Construction	ARCHITECT: ☐
FROM CONTRACTOR:	COMPLETE DEMOLITION SERVICES, LLC P.O. BOX 176 CARROLLTON, GEORGIA 30112	**VIA ARCHITECT:**		**CONTRACT DATE:** **PROJECT NOS:** / COMPLETE DEMOLITION SERVICES, LLC / CITY OF HOLLY SPRINGS	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$109,000.00
2. NET CHANGE BY CHANGE ORDERS		$3,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$112,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$112,000.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$0.00	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$112,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$112,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$3,000.00	$0.00
TOTALS	$3,000.00	$0.00
NET CHANGES by Change Order		$3,000.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: April 26, 2021

State of: GEORGIA
County of: CARROLL
Subscribed and sworn to before me this 26 day of April 2021

Notary Public: Manuela Kraus
My Commission expires: November 20, 2023

MANUELA KRAUS NOTARY PUBLIC CARROLL COUNTY GEORGIA MY COMMISSION EXPIRES

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $112,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: David Edwards Date: 5/15/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:

Cost code 2-4-02-01

(3B9ADA5D)

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	April 26, 2021
PERIOD TO:	April 26, 2021
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	BUILDING & FLATWORK DEMOLITION	58,500.00	0.00	58,500.00	0.00	58,500.00	100.00%	0.00	0.00
2	CONCRETE CRUSHING (PILED AT 411 HICKORY ROAD)	9,000.00	0.00	9,000.00	0.00	9,000.00	100.00%	0.00	0.00
3	HAUL OFF (ALL DEBRIS EXCEPT CRUSHED MATERIAL)	36,500.00	0.00	36,500.00	0.00	36,500.00	100.00%	0.00	0.00
4	GRADING TO SMOOTH SURFACE OF DISTURBED AREAS	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00%	0.00	0.00
5	CHANGE ORDER #1	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**$112,000.00**	**$0.00**	**$112,000.00**	**$0.00**	**$112,000.00**	**100.00%**	**$0.00**	**$0.00**

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User Notes: (3B9ADA5F)

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	April 26, 2021
PERIOD TO:	April 26, 2021
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	BUILDING & FLATWORK DEMOLITION	58,500.00	0.00	58,500.00	0.00	58,500.00	100.00%	0.00	0.00
2	CONCRETE CRUSHING (PILED AT 411 HICKORY ROAD)	9,000.00	0.00	9,000.00	0.00	9,000.00	100.00%	0.00	0.00
3	HAUL OFF (ALL DEBRIS EXCEPT CRUSHED MATERIAL)	36,500.00	0.00	36,500.00	0.00	36,500.00	100.00%	0.00	0.00
4	GRADING TO SMOOTH SURFACE OF DISTURBED AREAS	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00%	0.00	0.00
5	CHANGE ORDER #1 (REMOVAL OF APPROXIMATELY 60 X 70 FOOT SLAB UNDER EXISTING SLAB)	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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User Notes:
(3B9ADA66)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	**$112,000.00**	**$0.00**	**$112,000.00**	**$0.00**	**$112,000.00**	**100.00%**	**$0.00**	**$0.00**

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User Notes: (3B9ADA66)

INTERGOVERNMENTAL AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT PROJECT

Project Common Name: ***Holly Springs Parkway at Palm Street Intersection Improvement***

This INTERGOVERNMENTAL AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT PROJECT (hereinafter "Agreement") is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter "County"), and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter "City"), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as "the Parties").

WHEREAS, City and County desire to collaborate to complete an infrastructure improvement project that will benefit both the City and the County; and

WHEREAS, such infrastructure improvement project shall be commonly identified as "Holly Springs Parkway at Palm Street Intersection Improvement Project" and is more specifically depicted in the location map attached as Exhibit "A", which is hereby incorporated by reference (hereinafter "Project"); and

WHEREAS, City and County desire to enter into this Agreement to identify the specific parameters of the Project, as well as to identify the specific tasks and responsibilities each Party shall be responsible for during said Project; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other or with any public agency, public corporation, or public County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public County is authorized by law to undertake or provide; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Project Description and Scope. The Project shall be identified commonly as "Holly Springs Parkway at Palm Street Intersection Improvement Project" and is more specifically described and shown in the attached Exhibit "A", which is hereby incorporated by reference (hereinafter "Project"). This location will be evaluated during the upcoming Highway 5 Corridor Study to identify a potential intersection improvement project for the intersection of Holly Springs Parkway and Palm Street. The project appears to generally consist of the relocation/realignment of Palm Street at its intersection with Holly Springs Parkway; moving the intersection approximately 600 feet north of its current location to intersect Holly Springs Parkway at the existing signalized intersection of Holly Springs Parkway and River Park Boulevard; creating a fourth leg to the existing intersection.

   Holly Springs Parkway is maintained by the City of Holly Springs and Palm Street at its intersection with Holly Springs Parkway is maintained by Cherokee County. The parcels that will be affected by this intersection relocation/realignment project are all located within unincorporated Cherokee County.

2. Responsibilities. Unless otherwise specified or agreed upon, the County and City will perform the following:
   a) The County will solicit proposals for the design phase of the project. The design phase will be 75% funded by the County and 25% funded by the City;
   b) The County will manage the design, right-of-way acquisition and construction phases of the Project and shall coordinate with the City on a monthly basis with Project updates for all phases of the Project;

c) The County agrees to include a City designee on the Project team to enhance coordination and communication;

d) The right-of-way and easement costs for the Project will be 75% funded by the County and 25% funded by the City;

e) The construction costs for the Project will be 75% funded by the County and 25% funded by the City. The County will provide a monthly invoice to the City and present copies of monthly contractor pay applications to the City for backup documentation of construction costs for the Project. The City will reimburse the County within 30 days of receipt of an invoice;

f) The County will provide the Construction Engineering and Testing for the entire Project;

g) All Primary Consultant firms and Construction contractors will be hired through the County's procurement process;

h) This IGA is made and entered into in Cherokee County, Georgia, and shall be governed and construed under the laws of the State of Georgia. Exclusive venue for any actions brought in relation to this IGA shall be brought in a court of competent jurisdiction located in Cherokee County, Georgia;

i) The Project will be performed by independent contractors. Each party shall require all contractors to indemnify and insure the County and the City for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by any contractor's negligent acts or omissions, or willful misconduct in the design, construction, or other services related to the Project.

3. Payment. The City shall reimburse the County for the net amount of work actually completed, based on actual invoices.

4. Funding. Funds for the design phase of the Project would be considered during the County's current 2018-2024 SPLOST. Funds for the right-of-way acquisition and construction phases of the Project would be considered during the County's upcoming 2024-2030 SPLOST.

5. Term and Termination. This Agreement shall have an effective date as of _____, ___, 20___ and shall continue in full force and effect for an initial term of five (5) years, or until the completion of all Project tasks and all Project responsibilities by the Parties hereto, whichever shall occur first. If a Project task or Project responsibility remains outstanding at the end of the initial five (5) year Term, this Agreement shall automatically be extended for an additional period of one (1) year in order to allow for the completion of such Project task or Project responsibility.

6. Indemnification. Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

7. Default. Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement. Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

8. Waiver. One Party's waiver of the other Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

9. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and City and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and City affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

10. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.

11. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.

12. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

13. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

For City:

City of Holly Springs, Georgia
ATTN: City Manager
P.O. Box 990
Holly Springs, Georgia 30142

14. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City or County to exercise its governmental and legislative functions. Further, this Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

15. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto further agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

16. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

17. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court

interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

18. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

[this portion intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____ _____
Harry B. Johnston, Chairman Date

Attest: _____ _____
Christy Black, County Clerk Date

APPROVED by the City Council of Holly Springs
this ____ day of _____, 20____.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____ _____
Steven W. Miller, Mayor Date

Attest: _____ _____
Karen Norred, City Clerk Date

EXHIBIT "A"

(insert location map)

Holly Springs Parkway at Palm Street Intersection Improvement

Legend

- Airports
  - Air Acres Airfield
  - Cherokee County Regional Airport
- Parcels
- Schools
- Churches

Notes

LOCATION MAP

1,469.1 0 734.55 1,469.1 Feet

© Cherokee County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

RES--2021**

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
TECHNICAL ADVISORY COMMITTEE OF THE CHEROKEE COMPREHENSIVE
TRANSPORTATION PLAN; AND FOR OTHER PURPOSES**

WHEREAS, section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the city council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the council; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following board and commission nominees have agreed to be appointed to the Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan:

Member	**Board/Commission**
Jacob Hughes	Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan
Nancy Moon	Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan

WHEREAS, the terms of the members were designated to be one year, unless otherwise noted; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan members are hereby appointed.

SO RESOLVED THIS 21st DAY OF JUNE, 2021

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

RES--2021**

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
CITIZEN ADVISORY COMMITTEE OF THE CHEROKEE COMPREHENSIVE
TRANSPORTATION PLAN; AND FOR OTHER PURPOSES**

WHEREAS, section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the city council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the council; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following board and commission nominees have agreed to be appointed to the Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan:

Member	**Board/Commission**
Eric Rein	Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan

WHEREAS, the terms of the members were designated to be one year, unless otherwise noted; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan members are hereby appointed.

SO RESOLVED THIS 21st DAY OF JUNE, 2021

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

RES--2021**

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
CITY OF HOLLY SPRINGS TREE COMMISSION; AND FOR OTHER PURPOSES**

WHEREAS, section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the city council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the council; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following board and commission nominees have agreed to be appointed to the Main Street Board:

Member	Board/Commission	Term Length	Term Expiration
Alex Gray	Tree Commission	1	12/21

WHEREAS, the terms of the members were designated to be one year, unless otherwise noted; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Tree Commission members are hereby appointed.

SO RESOLVED THIS 21st DAY OF JUNE, 2021

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

COUNCIL AGENDA REPORT

FROM: **Karen Norred**

CC: **City Clerk**
Public Information

SUBJECT: **Amendment to the Georgia Municipal Employees Benefits System (GMEBS) Defined Benefit Plan**

DATE: **June 3, 2021** **COUNCIL MEETING DATE:** **June 7, 2021**

REPORT-IN-BRIEF

Amend the Georgia Municipal Employees Benefits System (GMEBS) Defined Benefit Plan to increase hours per week eligibility requirement to 40 hours per week.

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

Trustees:

Shelly Berryhill
Councilmember, Hawkinsville

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Donna Whitener
Mayor, Blue Ridge

Vince Williams
Mayor, Union City

June 3, 2021

TRANSMITTED VIA E-MAIL
(knorred@hollyspringsga.us)

Ms. Karen Norred
City Clerk
City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142-0990

RE: City of Holly Springs Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Increase Hours per Week Eligibility Requirement to 40 Hours per Week

Dear Ms. Norred:

Per the City's request, enclosed please find a draft Adoption Agreement for the City of Holly Springs' Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan increases the hour per week eligibility requirement to 40 hours per week. This change only applies to regular employees who are initially employed or reemployed on or after June 22, 2021. Current employees who were initially employed or reemployed between May 1, 2011 and June 22, 2021 will remain subject to the 30 hour per week eligibility requirement provided they do not terminate and become reemployed. Current employees who were employed prior to May 1, 2011 will remain subject to the 20 hour per week edibility requirement provided they have not become reemployed since May 1, 2011 and do not terminate and become reemployed in the future (see Adoption Agreement pp. 6-7).

The Adoption Agreement provides that the amended Plan document will become effective June 22, 2021. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Please note that GMEBS will not sign an Adoption Agreement that has been edited by the City. If changes are needed to the draft document, please let us know before the City approves it.

If the draft Adoption Agreement is acceptable as drafted, please have the designated representatives sign and date where indicated (p. 37). Following execution please email a scanned copy of the entire document to Gina Gresham at rgresham@gacities.com.

Please feel free to contact me at (678) 686-6236 or cdorsey@gacities.com with any questions or comments.

Sincerely,

Caroline Dorsey

Caroline Dorsey
Associate General Counsel

Encl.

C: Mr. Robert Dyer, City Attorney, City of Holly Springs (w/ encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Holly Springs

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

TABLE OF CONTENTS

PAGE

I. AN ORDINANCE 1

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT 2
1. ADMINISTRATOR 2
2. ADOPTING EMPLOYER 2
3. GOVERNING AUTHORITY 2
4. PLAN REPRESENTATIVE 2
5. PENSION COMMITTEE 3
6. TYPE OF ADOPTION 3
7. EFFECTIVE DATE 3
8. PLAN YEAR 5
9. CLASSES OF ELIGIBLE EMPLOYEES 5
   A. Eligible Regular Employees 5
   B. Elected or Appointed Members of the Governing Authority 5
10. ELIGIBILITY CONDITIONS 6
   A. Hours Per Week (Regular Employees) 6
   B. Months Per Year (Regular Employees) 7
11. WAITING PERIOD 7
12. ESTABLISHING PARTICIPATION IN THE PLAN 7
13. CREDITED SERVICE 8
   A. Credited Past Service with Adopting Employer 8
   B. Prior Military Service 9
   C. Prior Governmental Service 11
   D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave) 12
14. RETIREMENT ELIGIBILITY 14
   A. Early Retirement Qualifications 14
   B. Normal Retirement Qualifications 14
   C. Alternative Normal Retirement Qualifications 16
   D. Disability Benefit Qualifications 20
15. RETIREMENT BENEFIT COMPUTATION 21
   A. Maximum Total Credited Service 21
   B. Monthly Normal Retirement Benefit Amount 21
   C. Monthly Early Retirement Benefit Amount 24
   D. Monthly Late Retirement Benefit Amount (check one): 25
   E. Monthly Disability Benefit Amount 25
   F. Minimum/Maximum Benefit For Elected Officials 26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA 27

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) 27
B. Cost Of Living Adjustment....28
17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING 29
A. Eligible Regular Employees 29
B. Elected or Appointed Members of the Governing Authority 29
18. PRE-RETIREMENT DEATH BENEFITS 30
A. In-Service Death Benefit....30
B. Terminated Vested Death Benefit....31
19. EMPLOYEE CONTRIBUTIONS 32
20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT 33
21. TERMINATION OF THE ADOPTION AGREEMENT....34
22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS 34

I. AN ORDINANCE

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

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

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

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Holly Springs, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 990, Holly Springs, GA 30142-0990**
Phone: **(770) 345-5536**
Facsimile: **(770) 345-0209**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 990, Holly Springs, GA 30142-0990**
Phone: **(770) 345-5536**
Facsimile: **(770) 345-0209**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **City Clerk**
Address: **P.O. Box 990, Holly Springs, GA 30142-0990**
Phone: **(770) 345-5536**
Facsimile: **(770) 345-0209**

6. TYPE OF ADOPTION

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

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.

- ☒ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **This is an amendment to increase the minimum number of hours per week eligibility requirement to 40 hours per week for Eligible Regular Employees who are initially employed or reemployed on or after June 22, 2021 (see Adoption Agreement p. 6).**

7. EFFECTIVE DATE

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

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

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

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **June 21, 2021 (insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **December 16, 2019 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **January 1, 1992 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☒ Calendar Year
☐ Employer Fiscal Year commencing _____.
☐ Other **(must specify month and day commencing)**: _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: _____.

B. Elected or Appointed Members of the Governing Authority

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

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

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

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Elected or appointed members of the Governing Authority who hold such office on or after February 8, 2010 may participate in the Plan (but see Section 13 for limitations on credit for Service as an elected or appointed member of the Governing Authority prior to February 8, 2010).**

(2) Municipal Legal Officers (check one):

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

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

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

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees initially employed or reemployed on or after May 1, 2011 but before June 22, 2021, provided that they do not Terminate and become reemployed on or after June 22, 2021.**

Minimum hour requirement applicable to excepted Regular Employees:

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

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees employed prior to May 1, 2011, provided that they do not Terminate and become reemployed on or after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

☐ No minimum
☒ At least **5** months per year (regularly scheduled)

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

Classes for whom participation is optional **(check one)**:

☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).

☐ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: _____.

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

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

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **An elected or appointed member of the Governing Authority shall not receive credit for any purpose under the Plan for Service as an elected or appointed member of the Governing Authority prior to February 8, 2010, unless the elected or appointed member of the Governing Authority held such office as of February 8, 2010.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

☐ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☒ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

☐ Computing amount of benefits payable.
☒ Meeting minimum service requirements for vesting.
☒ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of **2** years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

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

☒ One month of military service credit for every **1** month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

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

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

☒ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **To receive Military Service credit hereunder, the Participant must provide the Pension Committee with**

documentation of military service (Form DD-214) that the Committee deems sufficient to establish the Participant's entitlement to such credit.

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

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

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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

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

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee

shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

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

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

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

- ☐ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

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

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

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

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

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

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

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

☐ Attainment of age _____ **(insert number)**

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum

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

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

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

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

☐ Attainment of age _____ **(insert number)**

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

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

(2) Elected or Appointed Members of Governing Authority

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

☒ Attainment of age **65** **(insert number)**

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

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This

rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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

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

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

☐ Attainment of age _____ **(insert number)**

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

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

C. Alternative Normal Retirement Qualifications

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

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

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

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

☐ Attainment of age _____ **(insert number)**

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

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

of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50

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

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

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

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

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

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

- ☐ All Eligible Regular Employees.
- ☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

☒ (a) **Flat Percentage Formula**. **2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

This formula applies to:

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

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

This formula applies to:

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

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

(2) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

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

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

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

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

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

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

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

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

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

(3) Final Average Earnings

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

This definition of Final Average Earnings applies to:

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

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

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

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

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**50.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:

☒ All Participants.

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

☐ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☐ All Participants.

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

Alternative Early Retirement Reduction Table

Number of Years Before [Age ___ (Insert Normal Retirement Age)] (check as applicable)	Percentage of Normal Retirement Benefit* (complete as applicable)
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

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

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

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

E. Monthly Disability Benefit Amount

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

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

☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☐ No minimum is established.

☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

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

F. Minimum/Maximum Benefit For Elected Officials

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

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

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

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

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

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

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

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

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

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

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

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications

for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

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

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

B. Cost Of Living Adjustment

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

☒ (1) No cost-of-living adjustment.

☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.

☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

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

☒ All Participants (and their Beneficiaries).

☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

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

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **City Managers employed on or after March 31, 2008.**

Vesting Schedule for excepted class **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Immediate Vesting (no Vesting requirement).**

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his

accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☒ No vesting schedule (immediate vesting).

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

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

(1) ☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☒ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

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

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

☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

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

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

☐ Total Credited Service accrued prior to the date of the Participant's death.

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

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

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

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

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

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

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before

Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☒ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

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

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

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee

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

The Employer hereby elects **(check one)**:

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

☐ Not to pick up Employee Contributions.

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

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

(2) The Master Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

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

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

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
>
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be June 21, 2021.

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

Approved by the Mayor and Council of the City of Holly Springs, Georgia this _____ day of _____, 20_____.

Attest: CITY OF HOLLY SPRINGS, GEORGIA

_____ _____

City Clerk Mayor

(SEAL)

Approved:

_____

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

COUNCIL AGENDA REPORT

FROM: **Karen Norred**

CC: **City Clerk**
Public Information

SUBJECT: **Restate the Health Reimbursement Arrangement (HRA) Plan Document and Summary of Benefits and Coverage**

DATE: **June 3, 2021** **COUNCIL MEETING DATE:** **June 7, 2021**

REPORT-IN-BRIEF

Restate the Health Reimbursement Arrangement (HRA) Plan Document and Summary of Benefits and Coverage due to the age and the number of amendments.

FISCAL IMPACT

$390

Adoption Agreement for
City of Holly Springs Health Reimbursement Arrangement

The undersigned Employer adopts this Health Reimbursement Arrangement and elects the following provisions:

EMPLOYER INFORMATION

1. Employer's Name, Address and Telephone Number

Name: City of Holly Springs

Address: P.O. Box 990
Street

Holly Springs (City) Georgia (State) 30142 (Zip)

Telephone: 770-721-7502

2. Employer's Taxpayer Identification Number: 58-1051551

3. Type of Entity
[X] Governmental Entity

The Following Affiliated Employers will adopt this Health Reimbursement Arrangement as Participating Employers (if there is more than one, or if Affiliated Employers adopt this after the date the Adoption Agreement is executed, attach a list to this Adoption Agreement of such Affiliated Employers including their names, addresses and taxpayer identification numbers):
[X] N/A

PLAN INFORMATION

4. Plan Name:
City of Holly Springs Health Reimbursement Arrangement

5. Effective Date:
[X] This is an amendment and restatement of a previously established Health Reimbursement Arrangement of the Employer which was originally effective January 1, 2010 (hereinafter called the "Effective Date"). The effective date of this amendment and restatement is July 1, 2021.

6. Plan Number Assigned by the Employer:
[X] 502

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7. Plan Administrator's Name, Address, and Telephone Number:
[X] Employer (Use the Employer's name, address, and telephone number).

8. Claims Administrator's Name, Address, and Telephone Number:
[X] Use name, address and telephone number below:

Name: Medcom Benefit Solutions

Address: P.O. Box 10269
Street

Jacksonville (City) Florida (State) 32247-0269 (Zip)

Telephone: 800-523-7542

9. Registered Agent's Name, Address, and Telephone Number (If none is, named, the Employer will serve as the Claims Administrator):
[X] Employer (Use the Employer's name, address, and telephone number).

ELIGIBILITY REQUIREMENTS

10. Eligible Employees:
[X] The following are excluded:
[X] Employees who are not eligible for the Employer's group medical plan.
[X] Part-time Employees scheduled to work less than 30 hours per week.

11. Any Eligible Employee will be eligible to participate in the Health Reimbursement Arrangement upon satisfaction of the following:
[X] the next day following 30 days after the initial date of employment with the Employer.

12. Is the Health Reimbursement Arrangement integrated with the group health plan of the Employer or with another employer?
[X] Yes, the HRA is integrated with the Employer's group health plan.

13. Does the employer's group health plan meet the minimum value requirements?
[X] Yes

14. Is the employer's group health plan grandfathered?
[X] No

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BENEFITS

15. Maximum Benefit Per Coverage Period:
    [X] This Plan will reimburse up to a maximum of $250 per Employee for the last of the medical deductible, regardless of coverage tier.

16. Coverage Period Is:
    [X] yearly, starting January 1 and ending December 31.

17. This Arrangement Shall Reimburse:
    [X] in-network deductible expenses under the Employer's group medical plan

18. If the Employer Maintains a Health Flexible Spending Account, Which Plan Shall Pay Expenses First?
    [X] The Health Flexible Spending Account under a Cafeteria Plan will pay expenses first.

19. Is the Employer Subject to the Family and Medical Leave Act?
    [X] Yes

20. Is the Plan Subject to COBRA?
    [X] Yes

21. A Terminated Employee will lose coverage on:
    [X] the date in which employment terminated.

22. Amounts not used during a Plan Year shall:
    [X] be forfeited.

23. Retirees or Other Terminated Employees Shall:
    [X] not participate and any unused amounts are forfeited.

24. A Claim May Be Submitted up to:
    [X] 90 days following the end of the Plan Year.

25. A Claim for Terminated Employees May Be Submitted up to:
    [X] 90 days following the end of the Plan Year in which termination occurred.

26. Rehired Employees Will Be Reinstated in the Plan:
    [X] No

27. Debit/Credit Cards Shall Be Provided by the Employer for Medical Expenses:
    [X] Yes

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28. Health Savings Account Provided by the Employer:
[X] No

29. Is the Plan Subject to HIPAA?
[X] Yes

30. The Plan will cover the following:
[X] Participant
[X] Spouse
[X] Dependents

31. If an employee wants to suspend his or her participation for any Plan Year, he or she must submit a Suspension of Benefits Form to the Employer by December 31.

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This Adoption Agreement may be used only in conjunction with The Health Reimbursement Arrangement Basic Plan Document. This Adoption Agreement and the Health Reimbursement Arrangement Basic Plan Document shall together be known as the City of Holly Springs Health Reimbursement Arrangement.

City of Holly Springs:

Signature: _____

Print Name: _____

Title/Position: _____

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Appendix
Summary of Benefits and Coverage
City of Holly Springs Health Reimbursement Arrangement (The "Plan")

For the period from January 1 through December 31 (the "Plan Year")

What benefits are you provided under the Plan?

This Plan will reimburse up to a maximum of $250 per Employee for the last of the medical deductible, regardless of coverage tier.

What expenses are considered covered medical care expenses?

For reimbursement, "covered medical care expenses" means those expenses that would be reimbursed by your employer insured group medical Plan, except it is applied to in-network deductible expenses.

When are covered medical expenses incurred?

For you to be reimbursed for covered medical expenses, you must have incurred them during the Plan Year. An expense is incurred when the service that gives rise to the expense is provided, not when the expense was paid. Note that if you have paid for the expense but if the services have not yet been rendered, then the expense has not been incurred for this purpose. You may not be reimbursed for any expenses arising before you participate or after the close of the Plan Year, or after you terminate, unless you continue coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

Can you continue coverage after termination?

Under COBRA, your employer is required to provide you and/or your covered Spouse and Dependents with the opportunity to be reimbursed for covered medical expenses under the Plan for a limited period of time after termination of your participation in the Plan, unless your participation was terminated due to gross misconduct. You may be eligible for this continued coverage after certain defined qualifying events have occurred that otherwise would cause you and/or your covered Spouse and Dependents to lose coverage under this Plan.

Please note that such continued coverage will not be offered if you or your covered Spouse or Dependents were not eligible for benefits under the Plan prior to your qualifying event. Please review the Summary Plan Description for the Plan for more details.

What happens if your claim for benefits is denied?

If you have a complaint or are dissatisfied with a denial of coverage for claims under the Plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: Medcom Benefit Solutions at (800) 523-7542 or P.O. Box 10269, Jacksonville, Florida 32247-0269.

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When does your participation under the Plan end?

If you terminate employment (including retirement), and do not continue coverage as explained above, your participation under Plan will end on the date termination or loss of eligibility occurs.

Does this coverage provide minimum essential coverage?

The Affordable Care Act (the Act) requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan along with the employer's insured group health plan does provide minimum essential coverage.

Does this coverage meet the minimum value standard?

The Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage along with the coverage of the employer's insured health plan does meet the minimum value standard for the benefits it provides.

Where can you receive information regarding coverage under the employer's insured group health plan?

This plan is integrated with your employer's insured group medical plan. For details regarding coverages under that plan, please refer to the Summary of Benefits and Coverage (SBC) for the group medical plan.

Where can you receive additional information regarding the HRA Plan?

If you have questions or need additional information, you may call Medcom Benefit Solutions at (800) 523-7542 or visit www.medcombenefits.com.

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City of Holly Springs

Health Reimbursement Arrangement

SUMMARY PLAN DESCRIPTION

502

Established as of **January 1, 2010**
Amended and Restated as of **July 1, 2021**

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TABLE OF CONTENTS

INTRODUCTION **1**

I – GENERAL INFORMATION ABOUT OUR PLAN **1**
1. General Plan Information 1
2. Employer Information 1
3. Plan Administrator Information 1
4. Third Party Claims Administrator Information 2
5. Service of Legal Process 2
6. Type of Administration 2

II - ELIGIBILITY **3**
1. What Are the Eligibility Requirements for Our Plan? 3
2. Are There Any Employees Who Are Not Eligible? 3
3. May I Waive Participation? 3
4. May I Elect to Suspend or Permanently Opt out of My Account? 3
5. Are Expenses Reimbursed for Your Spouse and/or Your Dependents? 4
6. In What Other Situations May You Change Your Enrollment Form During the Year? 4
7. Are There Any Other Situations Where You Can Enroll Yourself and Your Dependents in the Plan During the Plan Year? 4

III - BENEFITS **5**
1. What Benefits Are Available? 5
2. When Must Expenses Be Incurred? 5
3. When Will I Receive Payments from the Plan? 6
4. What is Coordination of Benefits? 6
5. How Does Coordination of Benefits Work? 6
6. Which Plan is Determined to be Primary? 6
7. What Information Must be Provided About Your Other Coverage? 7
8. Who Makes Benefit Determinations? 7
9. What Right Does the Employer Have Under the Plan? 8
10. What Happens if I Terminate Employment? 8
11. Family and Medical Leave Act 8
12. Uniformed Services Employment and Reemployment Rights Act 9
13. Newborns' and Mothers' Health Protection Act 9
14. Qualified Medical Child Support Order 9
15. End Stage Renal Disease 9
16. Coverage for Mastectomy 9
17. The Genetic Information Nondiscrimination Act of 2008 10
18. Mental Health and Substance Abuse Benefits 10
19. Patient Protection and Affordable Care Act 11

IV - ADDITIONAL PLAN INFORMATION **12**
1. How to Submit a Claim 12
2. Right to Seek a Review of a Denied Claim to an External Third Party 13

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V - CONTINUATION COVERAGE RIGHTS UNDER COBRA 14
1. What is COBRA Continuation Coverage? 14
2. Are There Other Coverage Options Besides COBRA Continuation Coverage? 15
3. What Other Options May be Available to You When You Lose Medical Coverage Under the Plan? 15
4. Who Can Become a Qualified Beneficiary? 15
5. What is a Qualifying Event? 16
6. What Factors Should Be Considered When Determining to Elect COBRA Continuation Coverage? 17
7. What is the Procedure for Obtaining COBRA Continuation Coverage? 17
8. What is the Election Period and How Long Must It Last? 17
9. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event? 18
10. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights? 19
11. Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health Plan Coverage or Medicare? 19
12. When May a Qualified Beneficiary's COBRA Continuation Coverage Be Terminated? 20
13. What Are the Maximum Coverage Periods for COBRA Continuation Coverage? 21
14. Under What Circumstances Can the Maximum Coverage Period Be Explanded? 21
15. How Does a Qualified Beneficiary Become Entitled to a Disability Extension? 22
16. Does the Arrangement Require Payment for COBRA Continuation Coverage? 22
17. Must the Arrangement Allow Payment for COBRA Continuation Coverage to Be Made in Monthly Installments? 22
18. What is Timely Payment for Payment for COBRA Continuation Coverage? 22
19. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage? 23
20. What Other Options May Be Available to You When You Lose Medical Coverage Under the Plan? 23

VI - SUBROGATION AND REIMBURSEMENT 23
1. When Will the Plan Ask Me to Repay Benefits Paid to Me? 23
2. What Rights Does the Plan Have to Recover Expenses It Paid to Me? 24

VII - PRIVACY RIGHTS 25
1. What Disclosures of Enrollment/Disenrollment Information are Permitted? 25
2. What Uses and Disclosures of Summary Health Information are Permitted? 25
3. What Required Uses and Disclosures of PHI are Permitted for Plan Administrative Purposes? 26
4. Under What Conditions Can PHI Be Disclosed for Plan Administration Purposes? 26
5. Who Is Permitted to Disclose Information? 28
6. When Can Phi Be Disclosed to Your Employer? 28

VIII - GLOSSARY 29

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INTRODUCTION

We are pleased to establish this Health Reimbursement Arrangement to provide you with additional health coverage benefits. The benefits available under this Plan are outlined in this summary plan description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you become eligible and the laws that protect your rights.

Read this summary plan description carefully so that you understand the provisions of our Plan and the benefits you will receive. You should direct any questions you have to the Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this summary plan description and the Plan document, the Plan document will control.

I
GENERAL INFORMATION ABOUT OUR PLAN

This section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Holly Springs Health Reimbursement Arrangement is the name of the Plan.

Your Employer has assigned Plan number 502 to your Plan.

The provisions of your Plan become effective on July 1, 2021. This Plan is a restatement of a Plan which was originally effective January 1, 2010.

This Plan is maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year starts on January 1 and ends on December 31 of each year.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142
58-1051551

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142
770-721-7502

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The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Plan Administrator will also answer any questions you may have about our Plan. The Plan Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Plan Administrator are conclusive and binding. You may contact the Plan Administrator for any further information about the Plan.

4. Claims Administrator Information

The name, address and business telephone number of the claims administrator is:

Medcom Benefit Solutions
P.O. Box 10269
Jacksonville, Florida 32247-0269
800-523-7542

The third party claims administrator is responsible for the actual processing of claims on behalf of the Plan Administrator.

5. Service of Legal Process

The Employer is the Plan's agent for service of legal process.

6. Type of Administration

The Plan is a health reimbursement arrangement, and the administration is provided through a third party claims administrator. The Plan is not funded or insured. Benefits are paid from the general assets of the Employer.

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II
ELIGIBILITY

1. What Are the Eligibility Requirements for Our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and enroll.

You will be eligible to join the Plan the next day following 30 days after your initial date of employment with the Employer.

2. Are There Any Employees Who Are Not Eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

- Employees who are not eligible to receive medical benefits under our group medical plan.
- Employees who work, or are expected to work, less than 30 hours a week.

3. May I Waive Participation?

In any year, you have the right to waive participation in the Plan.

4. May I Elect to Suspend or Permanently Opt out of My Account?

You may elect to suspend your account for any future Plan Year by submitting a suspension of benefits form to the Plan Administrator before the beginning of that Plan Year. Your suspension election will remain in effect for the entire Plan Year to which it applies, and you may not modify or revoke the election during that Plan Year.

By electing to suspend your account for a Plan Year, you agree to permanently forgo reimbursements from your account for eligible medical care expenses incurred during that Plan Year, except for certain qualifying dental or vision expenses. Eligible medical care expenses incurred in the Plan Year before the suspended Plan Year may be reimbursed, so long as there was no suspension in effect for that prior Plan Year. You must apply for reimbursement, by submitting an application in writing to the Administrator, no later than 90 days following the end of the Plan Year in which the eligible medical care expense was incurred.

In lieu of a suspension of your account, you may elect to permanently opt out of and waive any right to reimbursements from your account for expenses incurred after the election takes effect, except for limited-scope dental or vision expenses. This opportunity will be offered at least annually by the Plan.

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The Employer will not contribute to your account after any suspension of benefits election takes effect or for any Plan Year for which you have suspended your participation in the Plan.

5. Are Expenses Reimbursed for Your Spouse and/or Your Dependents?

Yes. Spouses' and Dependents' expenses can be reimbursed. To be reimbursed for a Spouse's or a Dependent's expenses, you must complete and return a new enrollment form. These expenses will be reimbursed after your Spouse or Dependent has qualified, and you have enrolled them to participate.

If you incur a change in family status during the year, as defined under HIPAA, you can change your enrollment form. Generally speaking, changes in family status include, but are not limited to, marriage, divorce, birth or adoption of a child, or death of a Spouse or a Dependent.

Newborn or newly adopted children's expenses are reimbursed as soon as they meet the definition of Dependent, provided that you enroll the child in the Plan within 30 days of the child's birth or placement for adoption.

Coverage for a new Spouse starts on the date you are married provided that you enroll your spouse within 30 days of your marriage.

6. In What Other Situations May You Change Your Enrollment Form During the Year?

If you declined coverage for yourself, your Spouse, or your eligible Dependents because of other health coverage, in the future you may enroll yourself, your Spouse, and your Dependents in this Plan if you should lose coverage from another plan.

Coverage for your Spouse or Dependents stops when your coverage stops or when you are no longer eligible for coverage subject to the COBRA coverage rules.

Also, if your Spouse or Dependent is an Employee of the Employer, one of you cannot opt out of medical coverage in order to be a Spouse or Dependent in the other's plan. You may only opt out if you are covered by a medical plan outside of the Employer.

7. Are There Any Other Situations Where You Can Enroll Yourself and Your Dependents in the Plan During the Plan Year?

Yes. If you and/or your Spouse or eligible Dependents are eligible but did not enroll in the Medical Plan, you and/or your Spouse or eligible Dependents may enroll in the Plan under two additional circumstances, which are:

- Termination of Medicaid or a state child health program coverage resulting from loss of eligibility and you request coverage; or
- Becoming eligible for a premium assistance subsidy in the medical, dental and vision coverage under Medicaid or a state child health program

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You must request coverage under the Plan within 60 days of termination or the date it is determined that you or your child are eligible for assistance in order to be entitled to these special enrollment rights.

III
BENEFITS

1. What Benefits Are Available?

The Plan allows you to be reimbursed by the Employer for any in-network deductible expenses which you must meet under our group medical plan which are incurred by you, your Spouse, or your Dependents.

This Plan will reimburse up to a maximum of $250 per Employee for the last of the medical deductible, regardless of coverage tier.

Expenses are considered “incurred” when the service is performed, not necessarily when it is paid for. Any amounts reimbursed to you under the Plan may not be claimed as a deduction on your personal income tax return nor reimbursed by other health plan coverage including our health flexible spending account. You must first use all amounts in our health flexible spending account before submitting any claims to this Plan.

You may submit expenses for yourself, your Spouse, and your Dependents.

We will provide you with a debit or credit card to use to pay for your in-network deductible expenses. The Administrator will provide you with further details.

This plan, as required by WHCRA, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. When Must Expenses Be Incurred?

You may submit expenses that you incur each Coverage Period. A new Coverage Period begins each Plan Year. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

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3. When Will I Receive Payments from the Plan?

During the course of the Coverage Period, you may submit requests for reimbursement of expenses you have incurred. However, you must make your requests for reimbursements no later than 90 days following the end of the Plan Year. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. In addition, you must submit to the Administrator proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, reimbursements made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

4. What is Coordination of Benefits?

You, your Spouse, and your Dependents may be covered by other employer sponsored health and welfare plans. If so, benefits from that plan and benefits under the Medical Plan and the Plan are coordinated so they do not pay for the same expenses.

If both you and your Spouse work at the Employer, you cannot both claim each other as a Spouse and submit claims for benefits twice. Only one of you can claim your children as Dependents.

5. How Does Coordination of Benefits Work?

If you are covered by two or more plans, one plan is "primary" and the others are "secondary." The primary plan pays benefits first without regard to any other plans. The secondary plans adjust their benefits so that total benefits available will not exceed Allowable Expenses. If the Plan is not primary, you will receive the difference between what the primary plan paid and the total amount of eligible covered expenses. However, neither plan would pay more than it would without the coordination provision.

Coordination of benefits ensures that benefits do not exceed 100% of the reasonable and customary charges for covered expenses. "Covered expenses" are any reasonable and customary charges for health care services for a non-occupational sickness or injury, at least partially covered by at least one of the plans under which you have coverage. If the Plan provides services rather than cash benefits, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid.

6. Which Plan is Determined to be Primary?

In general, the Medical Plan covering the patient as an employee will be the primary plan. The primary plan will pay benefits first.

When the patient is an employee in more than one plan, the plan covering the individual for the longer period of time shall be the primary payor.

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When the patient is an active employee of one plan and a retiree of another, the plan covering the patient as an active employee shall be primary payor and the plan covering the patient as a retiree is secondary.

If your Dependent child is covered under both you and your Spouse's plan, the plan of the parent whose birthday (month and day only) is earlier in the year will be primary. If you and your Spouse have the same birthday, the plan that has covered the parent for the longest time will be primary. If your Spouse's plan does not have this birth date provision, his or her plan will determine the order of payment for Dependents.

If you are legally separated or divorced, the order of payment for Dependents is:

- The plan of the parent with custody of the child.
- The plan of the Spouse of the parent with custody of the child.
- The plan of the parent without custody of the child.

However, if a court decree has given one parent financial responsibility for the child's health care expenses, that plan is primary.

If another plan does not have a coordination provision, it will be the primary plan.

7. What Information Must be Provided About Your Other Coverage?

If you, your Spouse, or your Dependents are covered under another plan, you must supply information about that plan to the Claims Administrator in order to receive benefits under this Plan. The Claims Administrator, on behalf of the Employer, has the right to release or obtain any information regarding coverage, expenses, and benefits under any other plan without your consent.

If the benefits you receive from more than one plan exceed your total covered charges, you have been overpaid.

If an overpayment is made under this Plan or Medical Plan because of failure to report other coverage or otherwise, the Claims Administrator on behalf of the Employer, will have the right to recover such overpayment. If payments which should have been made under the Medical Plan or this Plan have been made under other plans, the Claims Administrator on behalf of the Employer, will have the right to reimburse any organizations making such other payments any amounts it considers proper according to the intent of these provisions, and those amounts will be counted for all purposes as benefits paid under this Plan.

8. Who Makes Benefit Determinations?

The Employer reserves the exclusive discretionary right to interpret the Plan and make all factual determinations, including matters of eligibility for benefits.

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9. What Rights Does the Employer Have Under the Plan?

The Employer reserves the right to terminate, modify, amend or change any or all benefit plans at any time and for any reason without the prior consent or agreement of you, your Spouse, or your Dependents. Your participation in the Plan does not guarantee the availability of benefits in the future.

Participants will be notified of any changes through the Employer's employee publications, including annual enrollment materials and updates to this and other relevant summaries.

The Employer and its Plan Administrator have the right to check stated facts, eligibility and benefit amounts. They can adjust benefits and/or make retroactive payroll adjustments if any relevant facts have been misstated.

The Employer recognizes the value of providing benefits for you and the value of the benefits described in this document. However, the benefits described here are not conditions of employment. The language used in this document is not intended to create, nor is it to be construed to constitute, a contract between the Employer and any of its employees for either employment or the provision of any benefit. Employment for employees of the Employer remains at-will.

10. What Happens if I Terminate Employment?

If your employment is terminated during the Plan Year for any reason, your participation in the Plan will cease and any unused amounts are forfeited. You will have 90 days following the end of the Plan Year in which termination occurred to submit claims incurred during and through the date in which employment terminated. Please see Article V regarding COBRA coverage.

11. Family and Medical Leave Act

To the extent that your Employer is subject to FMLA, if you take leave under FMLA, you may revoke or change your existing elections for medical coverage. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

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12. Uniformed Services Employment and Reemployment Rights Act

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Reimbursement Arrangement under the USERRA. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

13. Newborns' and Mothers' Health Protection Act

Group health plans generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

14. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be “qualified.” You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

15. End Stage Renal Disease

You are eligible for Medicare if you require regular dialysis or kidney transplant services. Medicare coverage becomes primary and this medical coverage becomes secondary after a 30-month coordination of benefits period (This 30-month period applies if you are already enrolled in Medicare because of age or disability).

16. Coverage for Mastectomy

Federal law requires a group health plan to provide coverage for the following services to an individual receiving Plan benefits in connection with a mastectomy:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications at all stages of mastectomy, including lymphedemas (swelling associated with the removal of lymph nodes).

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Coverage for breast reconstruction and related services will be subject to deductibles and co-insurance amounts that are consistent with those that apply to other benefits under the Plan.

17. The Genetic Information Nondiscrimination Act of 2008

GINA prohibits the Plan from discriminating against individuals on the basis of genetic information.

GINA generally:

- prohibits the Plan from adjusting premium or contribution amounts for a group on the basis of genetic information;
- prohibits the Plan from requesting or mandating that an individual or family member of an individual undergo a genetic test, provided that such prohibition does not limit the authority of a health care professional to request an individual to undergo a genetic test, or preclude a group health plan from obtaining or using the results of a genetic test in making a determination regarding payment;
- allows the Plan to request, but not mandate, that a participant or beneficiary undergo a genetic test for research purposes if the Plan does not use the information for underwriting purposes and meets certain disclosure requirements;
- prohibits the Plan from requesting, requiring, or purchasing genetic information for underwriting purposes, or with respect to any individual in advance of or in connection with such individual's enrollment;

18. Mental Health and Substance Abuse Benefits

MHPAEA imposes significant new requirements on the Plan that offer mental health and substance abuse benefits. Current law prohibits health plans from imposing lower annual and lifetime limits on mental health coverage than on other types of medical coverage. The MHPAEA further limits other types of financial and non-financial limitations that plans may impose on mental health coverage and substance abuse benefits. Some of the MHPAEA's key provisions are as follows:

- financial limitations—including limitations on deductibles, copayments, coinsurance, and out-of pocket expenses—imposed on mental health and substance abuse benefits may not be higher than those imposed on other types of medical coverage;
- the Plan may not place limits on the scope or duration of treatment for mental health or substance abuse that are more restrictive than for other types of medical treatment;
- the Plan must provide, upon request, information to plan participants and providers regarding the criteria for determining whether mental health or substance abuse treatment is medically necessary, and the reasons for denial of coverage; and
- coverage of mental health and substance abuse benefits by out-of-network providers must be on par with out-of-network coverage for medical treatment.

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19. Patient Protection and Affordable Care Act

This Plan does meet all the minimum value requirements of the PPACA. Under PPACA, the plan is considered to be non-grandfathered. This Plan is integrated with the City of Holly Springs group health plan.

IV
ADDITIONAL PLAN INFORMATION

1. How to Submit a Claim

When you have a Claim to submit for payment, you must:

(1) Obtain a claim form from the Plan Administrator.

(2) Complete the Employee portion of the form.

(3) Attach copies of all bills from the service provider for which you are requesting reimbursement.

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether Claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by Participant	45 days
Review of Claim denial	60 days

The Claim Administrator will provide written or electronic notification of any Claim denial. The notice will state:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial was based.

(3) A description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary.

(4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action following a denial on review.

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(5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim; and

(6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

(1) was relied upon in making the Claim determination;

(2) was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;

(3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

(4) constituted a statement of policy or guidance with respect to the Plan concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

2. Right to Seek a Review of a Denied Claim to an External Third Party

You have the right to an external review of the Plan Administrator's denial of your appeal unless the denial was based on your (or your Spouse's or Dependent's) failure to meet the Plan's eligibility requirements.

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You must follow the procedures provided by the Plan Administrator to request a review of the denied claim by an external third party the Plan Administrator will provide you with information to what information you must provide to file for the review, deadlines that apply and the third party conducting the review.

Your external appeal must be filed with the external reviewer within 4 months of the date you were served with the Plan Administrator's response to your appeal request. If you do not file your appeal within this 4-month period, you lose your right to appeal. For example, if you received the internal appeal decision on January 3, 2014, you must appeal the decision by May 3, 2014 (or, if that is not a business day, the next business day thereafter).

The external reviewer must notify you and the Plan Administrator of its decision on your external appeal within 45 days after its receipt of your request for external review. The external reviewer's decision is binding upon the parties unless other State or Federal law remedies are available. Such remedies may or may not exist. Therefore, unless another legal right exists under your claim, use of the external review process may terminate your right to bring a lawsuit on your claim.

V
COVERAGE RIGHTS UNDER COBRA

Under federal law, COBRA, certain employees and their families covered under this Arrangement will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA coverage") where coverage under the Arrangement would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become qualified beneficiaries under COBRA. The Arrangement itself can provide group health benefits and may also be used to provide health benefits through insurance. Whenever "Arrangement" is used in this section, it means any of the health benefits under this Plan.

1. What is COBRA Coverage?

COBRA coverage is the temporary extension of group health plan coverage that must be offered to certain Participants and their eligible family members (called "qualified beneficiaries") at group rates. The right to COBRA coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Arrangement (the "qualifying event"). The coverage must be identical to the coverage that the qualified beneficiary had immediately before the qualifying event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a qualifying event).

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2. Are There Other Coverage Options Besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

3. What Other Options May be Available to You When You Lose Medical Coverage Under the Plan?

You may be eligible to buy individual medical insurance coverage through the Health Insurance Marketplace. By enrolling in medical insurance coverage through the Health Insurance Marketplace, you may qualify of lower cost on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another employer group medical plan for which you are eligible (such your Spouse's plan), even if that plan generally doesn't accept late enrollees.

4. Who Can Become a Qualified Beneficiary?

In general, a qualified beneficiary can be:

(1) Any individual who, on the day before a qualifying event, is covered under the Arrangement by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a qualified beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a qualified beneficiary if that individual experiences a qualifying event.

(2) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA coverage, and any individual who is covered by the Arrangement as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a qualified beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a qualified beneficiary if that individual experiences a qualifying event.

The term "covered employee" includes any individual who is provided coverage under the Arrangement due to his or her performance of services for the Employer sponsoring the Arrangement. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan eligibility provisions.

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An individual is not a qualified beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a qualified beneficiary, then a Spouse or Dependent child of the individual will also not be considered a qualified beneficiary by virtue of the relationship to the individual. A domestic partner is not a qualified beneficiary.

Each qualified beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA coverage) must be offered the opportunity to make an independent election to receive COBRA coverage.

5. What is a Qualifying Event?

A qualifying event is any of the following if the Arrangement provided that the participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the qualifying event) in the absence of COBRA coverage:

(1) The death of a covered Employee.

(2) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

(3) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

(4) A covered Employee's enrollment in any part of the Medicare program.

(5) A Dependent child's ceasing to satisfy the Arrangement's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Arrangement).

If the qualifying event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Arrangement under the same terms and conditions as in effect immediately before the qualifying event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the Arrangement occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become qualified beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse or Dependent of the covered Employee, for coverage under the Arrangement that results from the occurrence of one of the events listed above is a loss of coverage.

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The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a qualifying event. A qualifying event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a qualifying event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Arrangement provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA coverage even if they failed to pay the Employee portion of premiums for coverage under the Arrangement during the FMLA leave.

6. What Factors Should Be Considered When Determining to Elect COBRA Coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA coverage may help you avoid such a gap. Second, if you do not elect COBRA coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a qualifying event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA coverage for the maximum time available to you.

7. What is the Procedure for Obtaining COBRA Coverage?

The Arrangement has conditioned the availability of COBRA coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

8. What is the Election Period and How Long Must It Last?

The election period is the time period within which the qualified beneficiary must elect COBRA coverage under the Arrangement. The election period must begin no later than the date the qualified beneficiary would lose coverage on account of the qualifying event and must not end before the date that is 60 days after the later of the date the qualified beneficiary would lose coverage on account of the qualifying event or the date notice is provided to the qualified beneficiary of her or his right to elect COBRA coverage.

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9. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?

The Arrangement will offer COBRA coverage to qualified beneficiaries only after the Plan Administrator or its designee has been timely notified that a qualifying event has occurred. The Employer will notify the Plan Administrator or its designee of the qualifying event within 30 days following the date coverage ends when the qualifying event is:

(1) The end of Employment or reduction of hours of Employment,

(2) Death of the Employee,

(3) Commencement of a proceeding in bankruptcy with respect to the Employer, or

(4) Enrollment of the Employee in any part of Medicare,

IMPORTANT:

For the other qualifying events (divorce or legal separation of the Employee and Spouse or a Dependent child's losing eligibility for coverage as a Dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the qualifying event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any Spouse or Dependent child who loses coverage will not be offered the option to elect COBRA coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142
770-721-7502

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If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the Employee** covered under the plan,
- the **name(s) and address(es) of the qualified beneficiary(ies)**, and
- the **qualifying event** and the **date** it happened.

If the qualifying event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a qualifying event has occurred, COBRA coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA coverage. Covered Employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA coverage on behalf of their children. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that coverage would otherwise have been lost (if under your coverage the COBRA period begins on the date of the qualifying event, even though coverage actually ends later (e.g., at the end of the month) substitute the appropriate language, e.g. "on the date of the qualifying event"). If you or your Spouse or Dependent children do not elect COBRA coverage within the 60-day election period described above, the right to elect COBRA coverage will be lost.

10. Is a Waiver before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?

If, during the election period, a qualified beneficiary waives COBRA coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

11. Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health Plan Coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA coverage, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

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12. When May a Qualified Beneficiary's COBRA Coverage Be Terminated?

During the election period, a qualified beneficiary may waive COBRA coverage. Except for an interruption of coverage in connection with a waiver, COBRA coverage that has been elected for a qualified beneficiary must extend for at least the period beginning on the date of the qualifying event and ending not before the earliest of the following dates:

(1) The last day of the applicable maximum coverage period.

(2) The first day for which Timely Payment is not made to the Arrangement with respect to the qualified beneficiary.

(3) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.

(4) The date, after the date of the election, that the qualified beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the qualified beneficiary.

(5) The date, after the date of the election that the qualified beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).

(6) In the case of a qualified beneficiary entitled to a disability extension, the later of:

(a) (i) 29 months after the date of the qualifying event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled qualified beneficiary whose disability resulted in the qualified beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(b) The end of the maximum coverage period that applies to the qualified beneficiary without regard to the disability extension.

The Arrangement can terminate for cause the coverage of a qualified beneficiary on the same basis that the Arrangement terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a qualified beneficiary and who is receiving coverage under the Arrangement solely because of the individual's relationship to a qualified beneficiary, if the Arrangement's obligation to make COBRA continuation coverage available to the qualified beneficiary ceases, the Arrangement is not obligated to make coverage available to the individual who is not a qualified beneficiary.

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13. What Are the Maximum Coverage Periods for COBRA Coverage?

The maximum coverage periods are based on the type of the qualifying event and the status of the qualified beneficiary, as shown below.

(1) In the case of a qualifying event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the qualifying event if there is not a disability extension and 29 months after the qualifying event if there is a disability extension.

(2) In the case of a covered Employee's enrollment in the Medicare program before experiencing a qualifying event that is a termination of employment or reduction of hours of employment, the maximum coverage period for qualified beneficiaries other than the covered Employee ends on the later of:

(a) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or

(b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(3) In the case of a qualified beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA coverage, the maximum coverage period is the maximum coverage period applicable to the qualifying event giving rise to the period of COBRA coverage during which the child was born or placed for adoption.

(4) In the case of any other qualifying event than that described above, the maximum coverage period ends 36 months after the qualifying event.

14. Under What Circumstances Can the Maximum Coverage Period Be Expanded?

If a qualifying event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second qualifying event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36-months, but only for individuals who are qualified beneficiaries at the time of and with respect to both qualifying events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36-months after the date of the first qualifying event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

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15. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a qualified beneficiary in connection with the qualifying event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA coverage. To qualify for the disability extension, the qualified beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

16. Does the Arrangement Require Payment for COBRA Coverage?

For any period of COBRA coverage under the Arrangement, qualified beneficiaries who elect COBRA coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA coverage covering a disabled qualified beneficiary due to a disability extension. Your Plan Administrator will inform you of any costs. The Arrangement will terminate a qualified beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

17. Must the Arrangement Allow Payment for COBRA Coverage to Be Made in Monthly Installments?

Yes. The health coverage is also permitted to allow for payment at other intervals.

18. What is Timely Payment for Payment for COBRA Coverage?

Payment that is made to the Arrangement by a later date is also considered Timely Payment if either under the terms of the Arrangement, covered Employees or qualified beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Arrangement does not require payment for any period of COBRA continuation coverage for a qualified beneficiary earlier than 45 days after the date on which the election of COBRA coverage is made for that qualified beneficiary. Payment is considered made on the date on which it is postmarked to those providing coverage.

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If Timely Payment is made to the Arrangement in an amount that is not significantly less than the amount the Arrangement requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Arrangement's requirement for the amount to be paid, unless the Arrangement notifies the qualified beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of $50 or 10% of the required amount.

19. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

If a qualified beneficiary's COBRA coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Arrangement will, during the 180 day period that ends on that expiration date, provide the qualified beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Arrangement. If such a conversion option is not otherwise generally available, it need not be made available to qualified beneficiaries.

20. What Other Options May Be Available to You When You Lose Medical Coverage Under the Plan?

You may be eligible to buy individual medical insurance coverage through the Health Insurance Marketplace. By enrolling in medical insurance coverage through the Health Insurance Marketplace, you may qualify for a lower cost on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another employer group medical plan for which you are eligible (such as your spouse's plan), even if that plan generally doesn't accept late enrollees.

VI
SUBROGATION AND REIMBURSEMENT

1. When will the Plan Ask Me to Repay Benefits Paid to Me?

The purpose of the Plan is to provide you and your Spouse and Dependents with coverage for medical care expenses that are not the responsibility of any third party. If you and/or your covered Spouse and Dependents incur a claim for medical care expenses because of injuries caused by someone else's negligence, wrongful act or omission, the Plan is not responsible to pay these expenses. If this happens, the Plan Administrator or the insurance company will contact you and ask you to sign a subrogation agreement. This means that the Employer or the Insurer can take steps to recover what it paid to cover medical care expenses from the third party that caused injury or illness. If you do not sign a subrogation agreement, your claims for medical care expenses related to the injury or illness may be denied.

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2. What Rights Does the Plan Have to Recover Expenses It Paid to Me?

The Plan pays your and/or your covered Spouse's and Dependent's claims for medical care expenses, and a third party or entity should pay the claim, you, as the participant, agree to the following conditions:

- The Plan shall be subrogated to all of your and/or your Spouse's and Dependent's rights of recovery arising out of any claim or cause of action which may result or be attributable to a third party's negligent or wrongful acts or omission to the extent of amounts paid.

- You also agree to reimburse the Plan for any medical care expenses paid to you if you recover any amounts from a third party for the injury or illness.

- The Plan's subrogation and reimbursement rights shall apply to any recoveries by you, your covered Spouse and Dependents, or your estate because you (or your covered Spouse or Dependents) suffered an injury or illness that could be attributed to a third party's negligence, wrongful act or omission. The Plan shall have first priority rights and such rights shall extend, but not be limited to, the following recoveries by you:

    - any payment made by or on behalf of a third party, Medical Plan or your insurance company, such as a settlement, judgment, or arbitration award, or otherwise;
    - any payment as a result of a settlement, judgment, arbitration award or otherwise made by an insurance company for uninsured or underinsured motorist coverage (It doesn't matter whose insurance coverage it is – yours or the other person's);
    - any payment from any source that is intended to compensate you or your covered Spouse or Dependents for the injury resulting from the negligence or alleged negligence of a third party;
    - any payment under Workers' Compensation;
    - any payment under no-fault or other state required motor vehicle insurance;
    - any payment made through your automobile, school or homeowner's insurance policy to cover you for the injury.

- You will fully cooperate and do your part to ensure the Plan's right of recovery and subrogation are secured. If necessary, you will grant a lien on any money that you may receive, equal to the value of any amounts paid by the Plan. You will not take any action or be a party to agreement that does not recognize the rights of the Plan to recover expenses. You shall grant a lien on any amounts recovered from a third party and assign it to the Plan for any expenses paid. Similarly, you may not assign rights to any third party to recover money, including your minor children, without the written consent of the Plan Administrator.

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- The Plan has a prior lien against all amounts that you may recover, even those amounts designated exclusively for non-medical expense damages. You or your Spouse or Dependents shall not defeat or reduce the Plan's recovery rights by the use of the "Made-Whole Doctrine", "Rimes Doctrine" or any doctrine that is intended to take away the Plan's rights to recover its expenses.

- You may not incur any expenses on behalf of the Plan to pursue a payment. You may not deduct court costs or attorney's fees from any amount reimbursed to the Plan, without written consent from the Plan Administrator. You or your Spouse or Dependents cannot use the "Fund Doctrine", "Common Fund Doctrine" or "Attorney's Fund Doctrine" to use the Plan's funds for these purposes. The benefits under the Plan are secondary to any coverage under no-fault or similar insurance.

- If you and/or your covered Spouse and Dependents fail or refuse to honor the Plan's recovery and subrogation rights, the Plan may recover any costs to enforce its rights. This includes, but is not limited to attorney's fees, litigation, court costs and other expenses.

VII
PRIVACY RIGHTS

1. What Disclosures of Enrollment/Disenrollment Information are Permitted?

The Plan may disclose to your Employer information on whether you are participating in the Plan, or are enrolled in or have disenrolled. For purposes of this article, PHI means individually identifiable health information that is maintained or transmitted by a covered entity, subject to specified exclusions as provided in federal regulations. For purposes of this article, Electronic Protected Health Information or Electronic PHI means PHI that is transmitted by or maintained in electronic media.

2. What Uses and Disclosures of Summary Health Information are Permitted?

The Plan may disclose Summary Health Information to your Employer, provided your Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (b) modifying, amending, or terminating the Plan.

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3. What Required Uses and Disclosures of PHI are Permitted for Plan Administrative Purposes?

Unless otherwise permitted by law, and subject to the conditions of disclosure and obtaining written certification, the Plan (or an insurance company on behalf of the Plan) may disclose PHI and Electronic PHI to your Employer, provided your Employer uses or discloses such PHI and Electronic PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by your Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by your Employer in connection with any other benefit or benefit plan of your Employer, and they do not include any employment-related functions.

Enrollment and disenrollment functions performed by your Employer are performed on behalf of you and your Spouse and Dependents and are not Plan administration functions. Enrollment and disenrollment information held by the Employer is held in its capacity as the plan sponsor and is not PHI.

Notwithstanding the provisions of this Plan to the contrary, in no event shall your Employer be permitted to use or disclose PHI in a manner that is inconsistent with federal regulations.

4. Under What Conditions Can PHI Be Disclosed for Plan Administration Purposes?

Your Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan (or an Insurer on behalf of the Plan), your Employer shall:

- not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
- ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to your Employer with respect to PHI.
- not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of your Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for;
- make available PHI to comply with HIPAA's right to access in accordance with federal regulations;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with federal regulations.

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- make available the information required to provide an accounting of disclosures in accordance with federal regulations;

- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;

- if feasible, return or destroy all PHI received from the Plan that your Employer still maintains, in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and.

- ensure that the adequate separation between the Plan and your Employer (i.e. the "firewall"), required in federal regulations, is established.

Your Employer further agrees that it creates, receives, maintains or transmits any Electronic PHI (other than enrollment/disenrollment information and Summary Health Information and information disclosed pursuant to a signed authorization that complies with the federal requirements which are not subject to these restrictions) on behalf of the Plan, it will:

- implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives maintains or transmits on behalf of the Plan;

- ensure that the adequate separation between the Plan and your Employer (i.e., the firewall), is supported by reasonable and appropriate security measures;

- ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information; and

- report to the Plan any security incident of which it becomes aware, as follows: your Employer will report to the Plan, with such frequency and at such times as agreed, the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy Electronic PHI or to interfere with systems operations in an information system containing Electronic PHI; in addition the Employer will report to the Plan as soon as feasible any successful unauthorized access, use disclosure, modification or destruction of Electronic PHI or interference with systems operations in an information system containing Electronic PHI

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5. Who Is Permitted to Disclose Information?

Your Employer shall allow those classes of employees or other persons in your Employer's control designated by your Employer to be given access to PHI. No other persons shall have access to PHI. These specified employees (or classes of employees) shall only have access to and use PHI to the extent necessary to perform the plan administration functions that your Employer performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this section, that employee shall be subject to disciplinary action by your Employer for non-compliance pursuant to your Employer's employee discipline and termination procedures.

Your Employer shall ensure that the provisions of this section are supported by reasonable and appropriate security measures to the extent that the persons designated above create, receive, maintain, or transmit Electronic PHI on behalf of the Plan.

6. When Can PHI Be Disclosed to Your Employer?

The Plan shall disclose PHI to your Employer only upon the receipt of a certification by your Employer that the Plan has been amended to incorporate the provisions of federal regulations, and that your Employer agrees to the conditions of disclosure set forth in this summary.

IF YOU HAVE QUESTIONS

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified above. For more information about your rights under COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

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VIII
GLOSSARY

1. **"ACA"** or PPACA means the Patient Protection and Affordable Care Act of 2010.

2. **"Administrator"** means the Employer or the person or persons designated by the Employer to administer the Plan on behalf of the Employer.

3. **"Adoption Agreement"** means the agreement that the Employer has executed specifying the elective provisions of the Plan and is hereby attached and made part of this Plan.

4. **"Allowable Expense"** means any expense that may be covered by this Plan.

5. **"Claim"** means any request for a Plan benefit, made by a claimant or by a representative of a claimant that complies with the Plan's reasonable procedure for making benefit Claims.

6. **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended.

7. **"Code"** means the Internal Revenue Code of 1986, as amended.

8. **"Coverage Period"** means the time period as set forth in the Adoption Agreement.

9. **"Dependent"** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order shall be considered a Dependent under this Arrangement.

   Notwithstanding anything in the Plan to the contrary, a Participant's child may remain on the Plan until the end of the calendar year in which the Dependent attains age 26. A Participant's "child" includes his natural child, and adopted child, or a child placed with the Employee for adoption. It may also include stepchildren, and/or foster children. A Participant's child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year, unless the child qualifies as a Dependent under Code Section 105(b).

   The phrase "placed for adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, and who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

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10. **"Effective Date"** means the date specified in the Adoption Agreement.

11. **"Eligible Employee"** means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee.

12. **"Employee"** means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).

13. **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

14. **"FMLA"** means the Family Medical Leave Act, as referenced under Public Law 103-3 enacted February 5, 1993, and as amended.

15. **"GINA"** means the Genetic Information Nondiscrimination Act of 2008.

16. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

17. **"Medical Plan"** means a group medical plan sponsored by the Employer or another employer as specified in the Adoption Agreement. It shall be provided in the Adoption Agreement which such plan meets the minimum value requirements as specified under the Patient Protection and Affordable Care Act.

18. **"MHPAEA"** means the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008.

19. **"Participant"** means any Eligible Employee who has satisfied the requirements of Section 3.1 and has not for any reason become ineligible to participate further in the Plan.

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20. **"PHI"** or Protected Health Information means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that (1) is created or received by the Plan or the Plan Sponsor; (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual. Protected Health Information includes PHI that is transmitted by or maintained in electronic media.

21. **"Plan"** means this Basic Plan Document and the Adoption Agreement as adopted by the Employer, including all amendments thereto. "Plan" means the "Health Reimbursement Arrangement."

22. **"Plan Year"** means each 12-consecutive month period ending on: December 31.

23. **"Spouse"** means an individual as defined under federal law, of a participant, unless legally separated by court decree.

24. **"Summary Health Information"** means information that (a) summarizes the claims history, claims, expenses, or type of claims experienced by individuals for whom your Employer had provided health benefits under the Plan; and (b) from which the identifying information has been deleted, except that the geographic information need only be aggregated to the level of a five-digit zip code.

25. **"WHCRA"** means the Women's Health and Cancer Rights Act of 1998.

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City of Holly Springs

Health Reimbursement Arrangement

PLAN DOCUMENT

502

Established as of **January 1, 2010**
Amended and Restated as of **July 1, 2021**

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City of Holly Springs Health Reimbursement Arrangement

TABLE OF CONTENTS

ARTICLE I - INTRODUCTION....1
1.1 Purpose....1
1.2 Exclusive Benefit....1
1.3 Legal Status....1

ARTICLE II - DEFINITIONS....2

ARTICLE III - PARTICIPATION....7
3.1 Eligibility....7
3.2 Effective Date of Participation....7
3.3 Termination of Participation....8
3.4 Election to Suspend Account....8
3.5 Permanent Opt Out....8
3.6 Waiver of Participation....9
3.7 COBRA Rights....9

ARTICLE IV - BENEFITS....10
4.1 Establishment of Plan....10
4.2 Nondiscrimination Requirements....10
4.3 Health Reimbursement Arrangement Claims....11
4.4 Debit and Credit Cards....11

ARTICLE V – CLAIM PROVISIONS....13
5.1 Claim for Benefits....13
5.2 Named Fiduciary....15
5.3 General Fiduciary Responsbilities....15
5.4 Nonassignability of Rights....15

ARTICLE VI - ADMINISTRATION....16
6.1 Plan Administration....16
6.2 Examination of Records....17
6.3 Indemnification of Administrator....17
6.4 Coordination of Benefits....17
6.5 Right of Subrogation and Refund....21
6.6 Right to Information and Fraudulent Claims....23
6.7 Right to Recover Benefit Overpayments and Other Erroneous Payments....23

ARTICLE VII – AMENDMENT OR TERMINATION OF PLAN....24
7.1 Amendment....24
7.2 Termination....24

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ARTICLE VIII - MISCELLANEOUS **24**
8.1 Plan Interpretation 24
8.2 Gender and Number 24
8.3 Written Document 24
8.4 Exclusive Benefit 24
8.5 Participant's Rights 25
8.6 Action by the Employer 25
8.7 No Guarantee of Tax Consequences 25
8.8 Indemnification of Employer by Participants 25
8.9 Funding 26
8.10 Governing Law 26
8.11 Severability 26
8.12 Headings 26
8.13 Continuation of Coverage 26
8.14 Family and Medical Leave Act 26
8.15 Health Insurance Portability and Accountability Act 26
8.16 Uniformed Services Employment and Reemployment Rights Act 27
8.17 Electronic Communications 27
8.18 HIPAA Privacy Standards 27
8.19 HIPAA Electronic Security Standards 29
8.20 Mental Health Parity and Addiction Equity Act 32
8.21 Genetic Information Nondiscrmination Act 32
8.22 Women's Health and Cancer Rights Act 32
8.23 Newborns' and Mothers' Health Protection Act 32
8.24 Patient Protection and Affordable Care Act 32
8.25 Qualified Medical Child Support Orders 32
8.26 Benefits for Adopted Children 33
8.27 Special Rights on Childbirth 33
8.28 Participant's Responsibilities 33

CERTIFICATE OF ADOPTING RESOLUTION **34**

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Health Reimbursement Arrangement

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

ARTICLE I
INTRODUCTION

1.1 Purpose

The Employer hereby establishes the Plan for its Eligible Employees and their eligible Spouses and eligible Dependents. The Plan is designed to permit Eligible Employees to obtain reimbursement of medical care expenses on a nontaxable basis from the accounts.

The Employer established the City of Holly Springs Health Reimbursement Arrangement effective January 1, 2010. This Plan Document describes the Plan as amended and restated effective July 1, 2021.

1.2 Exclusive Benefit

No part of the Plan or its assets shall be used for purposes other than for the exclusive benefit of Eligible Employees and their eligible Spouses and eligible Dependents, in accordance with the provisions of the Plan, other than the payment of reasonable expenses associated with administering the Plan.

1.3 Legal Status

The Plan is intended to qualify as an employer–provided medical reimbursement plan under Code Sections 105 and 106, the regulations issued thereunder, as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The medical care expenses reimbursed under the Plan are intended to be eligible for exclusion from participating Employees' gross income under Code Section 105(b) and its regulations, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech. Rel. 2013-3, through integration with the medical plan. This Plan and the medical plan shall be interpreted to accomplish these objectives.

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ARTICLE II
DEFINITIONS

2.1 **"ACA"** or PPACA means the Patient Protection and Affordable Care Act of 2010.

2.2 **"Administrator"** means the Employer or the person or persons designated by the Employer to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

2.3 **"Adoption Agreement"** means the agreement that the Employer has executed specifying the elective provisions of the Plan and is hereby attached and made part of this Plan.

2.4 **"Affiliated Employer"** means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

2.5 **"Allowable Expense"** means any expense that may be covered by this Plan.

2.6 **"CHIP"** means the Children's Health Insurance Program Reauthorization Act of 2009.

2.7 **"CMS"** means the Centers for Medicare and Medicaid Services.

2.8 **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended.

2.9 **"Code"** means the Internal Revenue Code of 1986, as amended.

2.10 **"Coverage Period"** means the time period as set forth in the Adoption Agreement.

2.11 **"Dependent"** means any individual who qualifies as a Dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order shall be considered a Dependent under this Arrangement.

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Notwithstanding anything in the Plan to the contrary, a Participant's child may remain on the Plan until the end of the calendar year in which the Dependent attains age 26. A Participant's "child" includes his natural child, and adopted child, or a child placed with the Employee for adoption. It may also include stepchildren, and/or foster children. A Participant's child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year, unless the child qualifies as a Dependent under Code Section 105(b).

The phrase "placed for adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, and who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

2.12 "Effective Date" means the date specified in the Adoption Agreement.

2.13 "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean PHI that is transmitted by or maintained in electronic media.

2.14 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as "Eligible Employees" prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

The determination of whether an individual is an Employee, an independent contractor or any other classification of worker or service provider and the determination of whether an individual is classified as a member of any particular classification of employees shall be made solely in accordance with the classifications used by the Employer and shall not be dependent on, or change due to, the treatment of the individual for any purposes under the Code, common law or any other law, or any determination made by any court or government agency.

However, a self-employed individual as defined under Code Section 401(c) or a 2-percent shareholder as defined under Code Section 1372(b) shall not be eligible to participate in this Plan.

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2.15 "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).

2.16 "Employer" means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

2.17 "Employer Contribution" means the amounts contributed to the Plan by the Employer.

2.18 "FSA" means Flexible Spending Arrangement as defined in U.S. Code Section 125.

2.19 "FMLA" means the Family Medical Leave Act, as referenced under Public Law 103-3 enacted February 5, 1993, and as amended.

2.20 "GINA" means the Genetic Information Nondiscrimination Act of 2008.

2.21 "HHS" means the United States Department of Health and Human Services.

2.22 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

2.23 "HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009.

2.24 "HRA" means Health Reimbursement Arrangement as defined under U.S. Code Section 105.

2.25 "HSA" means Health Savings Account as defined under U.S. Code Section 223.

2.26 "Leased Employee" means, effective with respect to Plan Years beginning on or after January 1, 1997, any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

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A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but for plan years beginning prior to January 1, 1998, including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), or for plan years beginning on or after January 1, 2001 (or as of a date, no earlier than January 1, 1998, as specified in an addendum to the Adoption Agreement), 132(f)(4), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's non-highly compensated workforce.

2.27 "Medical Plan" means a group medical plan sponsored by the Employer or another employer as specified in the Adoption Agreement. It shall be provided in the Adoption Agreement which such plan meets the minimum value requirements as specified under the PPACA.

2.28 "MHPAEA" means the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008.

2.29 "NMHPA" means the Newborns' and Mothers' Health Protection Act of 1996.

2.30 "Participant" means any Eligible Employee who has satisfied the requirements of Section 3.1 and has not for any reason become ineligible to participate further in the Plan.

2.31 "Plan" means this basic Plan Document and the Adoption Agreement as adopted by the Employer, including all amendments thereto. "Plan" means the "Health Reimbursement Arrangement (HRA)."

2.32 "Premiums" mean the Participant's cost for any health plan coverage.

2.33 "PHI" or Protected Health Information means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that (1) is created or received by the Plan or the Plan Administrator; (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual. Protected Health Information includes PHI that is transmitted by or maintained in electronic media.

2.34 "QMCSO" means Qualified Medical Child Support Order.

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2.35 "Qualifying Medical Expenses" means any expense eligible for reimbursement under the Plan which would qualify as a "medical expense" (within the meaning of Code Section 213(d), as allowed under Code Sections 105 and 106 and the rulings and Treasury regulations thereunder of the Participant, the Participant's Spouse, and the Participant's Dependents and not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a healthcare flexible spending account. Qualifying Medical Expenses covered by this Plan are limited as elected in the Adoption Agreement. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c). If the Employer provides a Health Savings Account for Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 213(d). "Incurred" means when the Participant is provided with the medical care that gives rise to the Qualifying Medical Expense and not when the Participant formally billed or charged for, or pays for, the medical care.

2.36 "Recover" or Recovered, Recovery, or Recoveries means all monies paid to the Participant, his or her Spouse, and his or her Dependents by way of judgment, settlement, or otherwise to compensate for all losses caused by the injury or sickness, whether or not said losses reflect medical or dental charges covered by the Plan. Recoveries further includes, but is not limited to, recoveries for medical or dental expenses, attorneys' fees, costs and expenses, pain and suffering, loss of consortium, wrongful death, lost wages and any other Recovery of any form of damages or compensation whatsoever.

2.37 "Refund" means repayment to the Plan for medical or dental benefits that it has paid toward care and treatment of the injury or sickness.

2.38 "Subrogation" means the Plan's right to pursue and place a lien upon the Participant's, his or her Spouse's, and his or her Dependents' claims for medical or dental charges against the other person.

2.39 "Third Party" means any Third Party including another person or a business entity.

2.40 "Spouse" means an individual as defined under federal law, of a participant, unless legally separated by court decree.

2.41 "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

2.42 "WHCRA" means the Women's Health and Cancer Rights Act of 1998.

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ARTICLE III
PARTICIPATION

3.1 Eligibility

Any Eligible Employee shall be eligible to participate hereunder on the date such Employee satisfies the conditions of eligibility elected in the Adoption Agreement.

An Eligible Employee may make or change an election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of CHIP; provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

To be eligible to participate in the Plan, any Eligible Employee must also participate in a Medical Plan, as specified in the Adoption Agreement.

3.2 Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

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3.3 Termination of Participation

This Section shall be applied and administered consistent with any rights a Participant and the Participant's Spouse and Dependents may be entitled to pursuant to Code Section 4980B, Section 8.13 of the Plan, or any election on the Adoption Agreement. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses of the Participant and his or her Spouse and Dependents and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries.

3.4 Election to Suspend Account

A Participant may elect to suspend his or her account for any future plan year by submitting a suspension election form to the Plan Administrator before the beginning of that plan year. The Participant's suspension election will remain in effect for the entire plan year to which it applies, and the Participant may not modify or revoke the election during that plan year. The Participant will not receive reimbursements for any medical care expenses incurred during the plan year to which the suspension election applies except for limited-scope dental or vision expenses that qualify as excepted benefits for HIPAA purposes.

If a Participant suspends his or her account for a plan year, the Employer will suspend contributions to the account for that plan year. Medical care expenses incurred before the beginning of the suspended plan year will be reimbursed during the suspended plan year, subject to the reimbursement procedures, so long as no suspension election was in effect for the plan year in which such expenses were incurred.

3.5 Permanent Opt-Out

In lieu of a temporary suspension of a Participant's account, a Participant may elect to permanently opt out of and waive future reimbursements from his or her account. A Participant who makes that election will not receive reimbursements for any medical care expenses incurred after the opt-out election takes effect, except for limited-scope dental or vision expenses that qualify as excepted benefits for HIPAA purposes. Medical care expenses incurred before the opt-out election takes effect, however, may be reimbursed during the first Plan Year to which the opt-out election applies, subject to the reimbursement procedures, so long as no suspension election was in effect for the plan year in which such expenses were incurred.

If a Participant permanently opts out of this Plan, the Employer will also discontinue contributions to the Participant's account.

The opportunity to make a permanent opt-out election shall be offered to each Participant at least annually. No similar offer shall be required at termination of employment.

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3.6 Waiver of Participation

Participation Following Rehire

If a Participant terminates his employment for any reason, including (but not limited to) disability, retirement, layoff or voluntary resignation, and then is rehired, such Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

Participation During Leaves of Absence

(a) Notwithstanding any other provision to the contrary in this Plan, if a Participant is eligible for a qualifying leave under FMLA, then to the extent required by FMLA, as applicable, the Employer shall continue to maintain the Participant's benefits on the same terms and conditions as if the Participant were still considered an active Employee. This provision will only apply if the employer is subject to the terms of FMLA.

(b) If a Participant is eligible for leave under USERRA, the Participant may elect to continue coverage for up to 24 months after the absence begins, or the period of absence, whichever is shorter. The Participant cannot be required to pay more than 102% of the full premium for the coverage. If the uniformed service was for 30 or fewer days, the person cannot be required to pay more than the normal Participant share of any premium.

(c) If a Participant is eligible for a leave of absence that is not subject to FMLA or USERRA, the Participant will be treated as specified in the Adoption Agreement.

3.7 COBRA Rights

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, the Participant and his or her eligible Spouse and eligible Dependents (qualified beneficiaries), whose coverage terminates under the account because of a COBRA qualifying event, shall be given the opportunity to continue (on a self-pay basis) the same coverage that he or she had under the account the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA). However, in the event that such coverage is modified for all similarly-situated non-COBRA Participants prior to the date continuation coverage is elected, qualified beneficiaries shall be eligible to continue the same coverage that is provided to similarly-situated non-COBRA Participants. As specified in the Adoption Agreement, qualified beneficiaries shall be credited with a reimbursement accrual (i.e., the maximum annual reimbursement amount, divided by a factor specified in the Adoption Agreement) that is made available to similarly situated non-COBRA beneficiaries, and any unused reimbursement amounts from the previous period of coverage shall be carried over (provided that the applicable premium is paid). A premium for continuation coverage shall be charged to qualified beneficiaries in such amounts and shall be payable at such times as are established by the Plan Administrator and permitted by COBRA.

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ARTICLE IV
BENEFITS

4.1 Establishment of Plan

(a) This Health Reimbursement Arrangement is intended to qualify as an HRA under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.

(b) Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses as defined under the Plan and the Adoption Agreement.

(c) The Employer shall make available to each Participant an Employer Contribution as elected in the Adoption Agreement, for the reimbursement of Qualifying Medical Expenses. No salary reduction contributions may be made to this Health Reimbursement Arrangement.

(d) This Plan shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder, to the extent necessary to maintain this Plan as a Health Reimbursement Arrangement.

(e) If the Employer maintains an HSA for Participants, this Arrangement shall be operated in accordance with the restrictions under Code Section 223.

(f) This Plan shall be integrated with and maintained with a Medical Plan as specified in the Adoption Agreement.

4.2 Nondiscrimination Requirements

(a) It is the intent of this Health Reimbursement Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) If the Administrator deems it necessary to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

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4.3 Health Reimbursement Arrangement Claims

(a) The Administrator shall direct the reimbursement to each eligible Participant for all Qualifying Medical Expenses. All Qualifying Medical Expenses eligible for reimbursement pursuant to Section 4.1(b) shall be reimbursed during the Coverage Period, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Qualifying Medical Expenses were incurred during a Coverage Period. Claims must include receipts or documentation that the expense being incurred is eligible for reimbursement, in order to claim reimbursement. Expenses may be reimbursed in subsequent Coverage Period, subject to the provisions on the Adoption Agreement and Section 4.3(c) below. However, a Participant may not submit claims incurred prior to beginning participation in the Plan and/or the Effective Date of the Plan, whichever is earlier.

(b) Notwithstanding the foregoing, if elected in the Adoption Agreement, Qualifying Medical Expenses shall not be reimbursable under this Plan if eligible for reimbursement and claimed under the Employer's health FSA, Medical Plan or HSA, if applicable.

(c) Claims for the reimbursement of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been filed as is administratively practicable. However, if a Participant fails to submit a claim within the period elected on the Adoption Agreement immediately following the end of the Coverage Period or calendar year, as selected, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

(d) Reimbursement payments under this Plan shall be made directly to the Participant.

4.4 Debit and Credit Cards

(a) Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Qualifying Medical Expenses, subject to the following terms:

(b) Each Participant issued a card shall certify that such card shall only be used for Qualifying Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(c) Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Coverage Period the Participant remains a Participant in the Health Reimbursement Arrangement. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant withdraws from the Health Reimbursement Arrangement.

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(d) The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth on the Adoption Agreement.

(e) The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.

(f) The cards shall only be used for Qualifying Medical Expense purchases.

(g) Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(h) If such purchase is later determined by the Administrator to not to qualify as a Qualifying Medical Expense, the Administrator, in its discretion, shall use the one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(i) Repayment of the improper amount by the Participant;

(ii) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(iii) Claims substitution or offset of future claims until the amount is repaid.

If subsections (i) through (iii) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

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ARTICLE V
CLAIM PROVISIONS

5.1 Claim for Benefits

Any claim for Benefits shall be made to the Administrator. The following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The claims Administrator will provide written or electronic notification of any claim denial. The notice will state:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial was based.

(3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

(4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action following a denial on review.

(5) A statement that the claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

(6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

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When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

(1) Was relied upon in making the claim determination;

(2) Was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;

(3) Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

(4) Constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by the named fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

After a Participant's appeal has been denied by named fiduciary, he or she may be eligible to file a request for review under the external review procedure as provided under Treasury Regulations Section 54.9815-2719T(d)(1)(i); DOL Regulations Section 2590.715-2719(d)(1)(i) and HHS Regulations Section 147.136(d)(1)(i).

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5.2 Named Fiduciary

The "named fiduciaries" of this Plan are (1) the Employer and (2) the Administrator. The named fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the Plan; and shall have the sole authority to appoint and remove the Administrator; and to amend the elective provisions of the Adoption Agreement or terminate, in whole or in part, the Plan. The Administrator shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described in the Plan. Furthermore, each named fiduciary may rely upon any such direction, information or action of another named fiduciary as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each named fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan. Any person or group may serve in more than one fiduciary capacity.

5.3 General Fiduciary Responsibilities

The Administrator shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and for the exclusive purpose of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan; with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and in accordance with the documents and instruments governing the Plan.

5.4 Nonassignability of Rights

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

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ARTICLE VI
ADMINISTRATION

6.1 Plan Administration

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;

(d) To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(f) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

(g) To establish and communicate procedures to determine whether a medical child support order is qualified.

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(h) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan; and

(i) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

6.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

6.3 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

6.4 Coordination of Benefits

When a Participant is covered by this Plan and another plan, or the Participant's Spouse is covered by this Plan and by another plan or the Participant's Dependents are covered under two or more plans, the plans will coordinate benefits when a claim is received.

The plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the allowable Qualified Medical Expenses.

The plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance up to each one's plan formula minus whatever the primary plan paid (non-duplication of benefits). The total reimbursement will never be more than the amount that would have been paid if the secondary plan had been the primary plan -- 50% or 80% or 100% -- whatever it may be. The balance due, if any, is the responsibility of the Participant.

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Benefit plan. This provision will coordinate the medical and dental benefits of a benefit plan. The term benefit plan means this Plan or any one of the following plans:

(1) Group or group-type plans, including franchise or blanket benefit plans.

(2) Group practice and other group prepayment plans.

(3) Federal government plans or programs. This includes, but is not limited to, Medicare and Tricare.

(4) Other plans required or provided by law. This does not include Medicaid or any benefit plan like it that, by its terms, does not allow coordination.

(5) No fault auto insurance, by whatever name it is called, when not prohibited by law.

Automobile limitations. When medical payments are available under vehicle insurance, the Plan shall always be considered the secondary carrier regardless of the individual's election under PIP (personal injury protection) coverage with the auto carrier.

Benefit plan payment order. When two or more plans provide benefits for the same Allowable Expense, benefit payment will follow these rules:

(1) Plans that do not have a coordination provision, or one like it, will pay first. Plans with such a provision will be considered after those without one.

(2) Plans with a coordination provision will pay their benefits up to the Allowable Expense:

(a) The benefits of the plan which covers the person directly (that is, as an employee, member or subscriber) ("Plan A") are determined before those of the plan which covers the person as a Spouse or Dependent ("Plan B").

(b) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers that person as a laid-off or retired Employee. The benefits of a benefit plan which covers a person as a Spouse or Dependent of an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a Spouse or Dependent of a laid off or retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.

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(c) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those benefits of a benefit plan which covers that person as a laid-off or retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.

(d) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired or a Spouse or Dependent of an Employee who is neither laid off nor retired are determined before those of a plan which covers the person as a COBRA beneficiary.

(e) When a child is covered as a Dependent and the parents are not separated or divorced, these rules will apply:

(i) The benefits of the benefit plan of the parent whose birthday falls earlier in a year are determined before those of the benefit plan of the parent whose birthday falls later in that year;

(ii) If both parents have the same birthday, the benefits of the benefit plan which has covered the parent for the longer time are determined before those of the benefit plan which covers the other parent.

(f) When a child's parents are divorced or legally separated, these rules will apply:

(i) This rule applies when the parent with custody of the child has not remarried. The benefit plan of the parent with custody will be considered before the benefit plan of the parent without custody.

(ii) This rule applies when the parent with custody of the child has remarried. The benefit plan of the parent with custody will be considered first. The benefit plan of the stepparent that covers the child as a Dependent will be considered next. The benefit plan of the parent without custody will be considered last.

(iii) This rule will be in place of items (i) and (ii) above when it applies. A court decree may state which parent is financially responsible for medical and dental benefits of the child. In this case, the benefit plan of that parent will be considered before other plans that cover the child as a Dependent.

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(iv) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined above when a child is covered as a Dependent and the parents are not separated or divorced.

(v) For parents who were never married to each other, the rules apply as set out above as long as paternity has been established.

(g) If there is still a conflict after these rules have been applied, the benefit plan which has covered the patient for the longer time will be considered first. When there is a conflict in coordination of benefit rules, the Plan will never pay more than 50% of Allowable Expenses when paying secondary.

(3) Medicare will pay primary, secondary or last to the extent stated in federal law. When Medicare is to be the primary payer, this Plan will base its payment upon benefits that would have been paid by Medicare under Parts A and B regardless of whether or not the person was enrolled under any of these parts. The Plan reserves the right to coordinate benefits with respect to Medicare Part D. The Plan Administrator will make this determination based on the information available through CMS.

(4) If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.

(5) The Plan will pay primary to Tricare and a state child health plan to the extent required by federal law.

Claims determination period. Benefits will be coordinated on a calendar year basis. This is called the claims determination period.

Right to receive or release necessary information. To make this provision work, this Plan may give or obtain needed information from an insurer or any other organization or person. This information may be given or obtained without the consent of or notice to any other person. A Participant will give this Plan the information it asks for about other plans and their payment of Qualified Medical Expenses.

Facility of payment. This Plan may repay other plans for benefits paid that the Plan Administrator determines it should have paid. That repayment will count as a valid payment under this Plan.

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Right of Recovery. This Plan may pay benefits that should be paid by another benefit plan. In this case this Plan may recover the amount paid from the other benefit plan or the Participant and his or her Spouse and Dependents. That repayment will count as a valid payment under the other benefit plan.

Further, this Plan may pay benefits that are later found to be greater than the Allowable Expense. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid.

Exception to Medicaid. The Plan shall not take into consideration the fact that an individual is eligible for or is provided medical assistance through Medicaid when enrolling an individual in the Plan or making a determination about the payments for benefits received by a Participant and his or her Spouse and Dependents under the Plan.

6.5 Right of Subrogation and Refund

When this provision applies. The Participant and his or her Spouse and Dependents may incur medical or dental charges due to Injuries which may be caused by the act or omission of a Third Party or a Third Party may be responsible for payment. In such circumstances, the Participant and his or her Spouse and Dependents may have a claim against that Third Party, or insurer, for payment of the medical or dental charges. Accepting benefits under this Plan, for those who incurred medical or dental expenses, automatically assigns to the Plan any rights that the Participant and his or her Spouse and Dependents may have in recovering payments from any Third Party or insurer. This Subrogation right allows the Plan to pursue any claim which the Participant and his or her Spouse and Dependents has against any Third Party, or insurer, whether or not the Participant and his or her Spouse and Dependents chooses to pursue that claim. The Plan may make a claim directly against the Third Party or insurer, but in any event, the Plan has a lien on any amount recovered by the Participant and his or her Spouse and Dependents, whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The payment for benefits received by a Participant and his or her Spouse and Dependents under the Plan shall be made in accordance with the assignment of rights by or on behalf of the Participant and his or her Spouse and Dependents, as required by Medicaid.

In any case in which the Plan has a legal liability to make payments for benefits received by a Participant and his or her Spouse and Dependents, to the extent that payment has been made through Medicaid, the payment for benefits under the Plan shall be made in accordance with any state law that has provided that the state has acquired the rights of the Participant and his or her dependents to the payments of those benefits.

The Participant and his or her Spouse and Dependents:

(1) Automatically assigns to the Plan his or her rights against any Third Party or insurer when this provision applies; and

(2) Must repay to the Plan the benefits paid on his or her behalf out of the Recovery made from the Third Party or insurer.

Amount subject to Subrogation or Refund. The Participant and his or her Spouse and Dependents agree to recognize the Plan's right to Subrogation and reimbursement. These rights provide the Plan with a 100%, first dollar priority over any and all Recoveries and funds paid by a Third Party to a Participant and his or her Spouse and Dependents relative to the Injury or Sickness, including a priority over any claim for non-medical or dental charges, attorney fees, or other costs and expenses. Accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan any and all rights the Participant and his or her Spouse and Dependents may have to recover payments from any responsible third party. Further, accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan the Participant's and his or her Spouse's and Dependents' Third Party claims.

Notwithstanding its priority to funds, the Plan's Subrogation and Refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical or dental charges as well as any costs and fees associated with the enforcement of its rights under the Plan. The Plan reserves the right to be reimbursed for its court costs and attorneys' fees, if the Plan needs to file suit in order to recover payment for medical or dental expenses from the Participant and his or her Spouse and Dependents. Also, the Plan's right to Subrogation still applies if the Recovery received by the Participant and his or her Spouse and Dependents is less than the claimed damage, and, as a result, the claimant is not made whole.

When a right of Recovery exists, the Participant and his or her Spouse and Dependents will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure the Plan's right of Subrogation as a condition to having the Plan make payments. In addition, the Participant and his or her Spouse and Dependents will do nothing to prejudice the right of the Plan to Subrogate.

Conditions Precedent to Coverage. The Plan shall have no obligation whatsoever to pay medical or dental benefits to a Participant and his or her Spouse and Dependents if a Participant and his or her Spouse and Dependents refuse to cooperate with the Plan's reimbursement and Subrogation rights or refuses to execute and deliver such papers as the Plan may require in furtherance of its reimbursement and Subrogation rights. Further, in the event the Participant or his or her Spouse or Dependent is a minor, the Plan shall have no obligation to pay any medical or dental benefits incurred on account of injury or sickness caused by a responsible Third Party until after the Participant and his or her Spouse and Dependents or his authorized legal representative obtains valid court recognition and approval of the Plan's 100%, first dollar reimbursement and Subrogation rights on all Recoveries, as well as approval for the execution of any papers necessary for the enforcement thereof, as described herein.

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Recovery from another plan under which the Participant and his or her Spouse and Dependents are covered. This right of Refund also applies when a Participant and his or her Spouse and Dependents recovers under an uninsured or underinsured motorist plan (which will be treated as Third Party coverage when reimbursement or Subrogation is in order), homeowner's plan, renter's plan, medical malpractice plan or any liability plan.

Rights of Plan Administrator. The Plan Administrator has a right to request reports on and approve of all settlements.

6.6 Right to Information and Fraudulent Claims

Any person claiming benefits under the Plan shall furnish the Plan Administrator with such information and documentation as may be necessary to verify eligibility for and/or entitlement to benefits under the Plan.

The Plan Administrator shall have the right and opportunity to have a Participant examined when benefits are claimed, and when and so often as it may be required during the pendency of any claim under the Plan. The Plan Administrator shall have the right and opportunity to have an autopsy done in the case of death, where it is not forbidden by law.

If a person is found to have falsified any document in support of a claim for benefits or coverage under the Plan, or failed to have corrected information which such person knows or should have known to be incorrect, or failed to bring such misinformation to the attention of the Plan Administrator, the Plan Administrator may, without the consent of any person, terminate the person’s Plan coverage, including retroactively. Such person shall be responsible to provide restitution, including monetary repayment to the Plan, with respect to any overpayment or ineligible payment of benefits.

6.7 Right to Recover Benefit Overpayments and Other Erroneous Payments

If, for any reason, any benefit under the Plan is erroneously paid or exceeds the amount appropriately payable under the Plan to a Participant or a beneficiary, the Participant or the beneficiary shall be responsible for refunding the overpayment to the Plan. In addition, if the Plan makes any payment that, according to the terms of the Plan, should not have been made, the Plan Administrator or the Employer (or designee) may recover that incorrect payment, whether or not it was made due to Plan Administrator’s (or its designee’s) own error, from the person to whom it was made or from any other appropriate party. As may be permitted in the sole discretion of the Plan Administrator the refund or repayment may be made in one or a combination of the following methods: (a) in the form of a single lump-sum payment, (b) as a reduction of the amount of future benefits otherwise payable under the Plan, (c) as automatic deductions from pay or (d) any other method as may be required or permitted in the sole discretion of the Plan Administrator. The Plan may also seek recovery of the erroneous payment or benefit overpayment from any other appropriate party.

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ARTICLE VII
AMENDMENT OR TERMINATION OF PLAN

7.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant.

7.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further reimbursements shall be made.

ARTICLE VII
MISCELLANEOUS

8.1 Plan Interpretation

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 8.11.

8.2 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

8.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 105 and any Treasury regulations thereunder.

8.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

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8.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

8.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

8.7 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

8.8 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Qualifying Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

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8.9 Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in trust but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

8.10 Governing Law

This Plan shall be construed and enforced according to the Code and the laws of the state or commonwealth in which the Employer's principal office is located (unless otherwise designated in the Adoption Agreement), other than its laws respecting choice of law.

8.11 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

8.12 Headings

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

8.13 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

8.14 Family and Medical Leave Act

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of FMLA and regulations thereunder, this Plan shall be operated in accordance with federal regulation.

8.15 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

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8.16 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

8.17 Electronic Communications

Whenever an Employee, Participant, Spouse, or Dependent is required to provide information or perform a written process, the Plan Administrator may, in its discretion, permit or require that electronic means be used. In addition, meetings of Plan Administrator may be held in person or through electronic or telephonic means or a combination thereof and written actions of the Plan Administrator may be taken using electronic or conventional means. In the use of electronic communication, the Plan Administrator shall follow all guidelines published by the Department of Labor and the Internal Revenue Service.

8.18 HIPAA Privacy Standards

(a) If this Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) The Plan shall not disclose PHI to any member of Employer's workforce unless each of the conditions set out in this Section are met. PHI shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) PHI disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions and any other functions specified in the regulations. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

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(d) The Plan shall disclose PHI only to members of the Employer's workforce who are authorized to receive such PHI, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan and specified under the Employer's privacy policy. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive PHI.

(1) An authorized member of the Employer's workforce who receives PHI shall use or disclose the PHI only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses PHI other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) Investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) Appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) Mitigation of any harm caused by the breach, to the extent practicable; and

(iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides PHI received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

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(3) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the PHI of which it becomes aware that is inconsistent with the uses or disclosures permitted by this section, or required by law;

(5) Make available PHI to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available PHI for amendment by individual Plan members and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the PHI required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to HHS for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

8.19 HIPAA Electronic Security Standards

If this Plan is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards") and as amended by HITECH, then this section shall apply as follows:

(a) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan.

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(b) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 8.18.

(d) The Plan shall not disclose PHI to any member of Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(e) PHI disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

(f) The Plan shall disclose PHI only to members of the Employer's workforce, who are authorized to receive such PHI, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive PHI.

(1) An authorized member of the Employer's workforce who receives PHI shall use or disclose the PHI only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses PHI other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

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(ii) Appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) Mitigation of any harm caused by the breach, to the extent practicable; and

(iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(g) The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides PHI received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the PHI of which it becomes aware that is inconsistent with the uses or disclosures permitted by this section, or required by law;

(5) Make available PHI to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available PHI for amendment by individual Plan members and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the PHI required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to HHS for purposes of determining compliance by the Plan with the Privacy Standards;

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(9) If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

8.20 Mental Health Parity and Addiction Equity Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with MHPAEA.

8.21 Genetic Information Nondiscrimination Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with GINA.

8.22 Women's Health and Cancer Rights Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with WHCRA.

8.23 Newborns' and Mothers' Health Protection Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with NMHPA.

8.24 Patient Protection and Affordable Care Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the ACA. Whether the plan is grandfathered is indicated in the Adoption Agreement.

8.25 Qualified Medical Child Support Orders

The Plan shall reimburse those medical care expenses as required by any qualified QMCSO and will provide benefits to Dependent children placed with participants or beneficiaries for adoption under the same terms and conditions as apply in the case of Dependent children who are natural children of participants or beneficiaries. The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

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8.26 Benefits for Adopted Children

The Plan shall reimburse medical care expenses for Dependent children placed with a Participant for adoption under the same terms and conditions as apply in the case of Dependent children who are natural children of other participants.

8.27 Special Rights on Childbirth

In reimbursing medical care expenses, the Plan generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than the above periods. In any case, such plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of the above periods.

8.28 Participant's Responsibilities

Each Participant shall be responsible for providing the Plan Administrator, and the Employer with his or her current address. Any notices required or permitted to be given to a Participant hereunder shall be deemed given if directed to the address most recently provided by the Participant and mailed by first class United States mail. The insurance companies, the Plan Administrator and the Employer shall have no obligation or duty to locate a Participant.

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CERTIFICATE OF ADOPTING RESOLUTION

The undersigned Principal of City of Holly Springs (the Employer) hereby certifies that the following resolutions were duly adopted on_____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the Health Reimbursement Arrangement effective July 1, 2021, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

The undersigned further certifies that attached hereto is a true copy of the Health Reimbursement Arrangement and the Summary Plan Description approved and adopted in the foregoing resolutions.

_____

Principal

_____

Date

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COUNCIL AGENDA REPORT

FROM: **Karen Norred**

CC: **City Clerk**
Public Information

SUBJECT: **Amendment to the Anthem BCBS plan to change the termination of coverage to the end of the month**

DATE: **June 3, 2021** **COUNCIL MEETING DATE:** **June 7, 2021**

REPORT-IN-BRIEF

There was a discussion during the April 19, 2021 Finance and Administration Committee meeting about amending the Anthem BCBS plan documents, if necessary, and policy to terminate the medical, dental and vision lines of coverage at the end of the month instead of the day an employee separates employment.

CONCURRENCES

Finance and Administration Committee

FISCAL IMPACT

N/A

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Georgia Department of Community Affairs ("**Coordinating Program**") and _____ ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks**. The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:

As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:

iii. **MAIN STREET® word mark**. The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different

logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through April 30, 2022, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class

postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:
Name:Jessica Reynolds
Address: 60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404.520.4271
Email: Jessica.Reynolds@dca.ga.gov

To Sublicensee:
Name: _____
Address: _____
_____
Phone: _____
Email: _____

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program	**Sublicensee**
By: _____	By: _____
Jessica Reynolds, Director	
Date: _____	Date: _____

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: CHEROKEE

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A *Revising or Adding to the SDS*	OPTION B *Extending the Existing SDS*
4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For **each** service or service component listed in Section IV, complete a separate, updated *Summary of Service Delivery Arrangements* form (FORM 2). 6. Complete one copy of the *Certifications* form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	4. In Section IV type, "NONE." 5. Complete one copy of the *Certifications for Extension of Existing SDS* form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. ***For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.***

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. Local Governments Included in the Service Delivery Strategy:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Cherokee County; City of Ball Ground; City of Canton; City of Holly Springs; City of Mountain Park; City of Nelson; City of Waleska; City of Woodstock; Canton Housing Authority; Cherokee Area Transport System; Cherokee County Airport Authority; Cherokee County Board of Elections; Cherokee County Board of Tax Assessors; Cherokee County Development Authority; Cherokee County Water and Sewer Authority; Development Authority of Cherokee County; and Sequoyah Regional Library Systems.

III. Services Included in the Existing Service Delivery Strategy that are being Extended WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

None.

IV. Services that are being REVISED or ADDED in this Submittal:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Airport Authority (revised); Animal Shelter (deleted); Animal Control & Animal Shelter (added); Building Inspections (added); Cemetery (added); Cherokee Multi-Agency Narcotics Squad (C-MANS) (added); Code Enforcement (added); Community Development Block Grant (added); Conservation Administration (added); Coroner/Indigent Burial (added); Court Services including District Attorney, Juvenile, Family, Superior and State Courts (deleted); Court Services - County (added); Court Services - Municipal (added); Cultural Arts - County (added); Cultural Arts - Municipal (added); Department of Family and Child Services (added); Downtown Development (added); Development Authority (deleted); Economic Development - COED (added); Economic Development - Municipal (added); Elections - County, State, and Federal (added); Elections - Municipal (added); Emergency 911 Communications & 800 mhz System (added); Emergency Management (added); Emergency Medical Services (added); Engineering (added); Extension Services (added); Fire/EMA/911 Operations (deleted); Fire and Emergency Services (added); Floodplain Mapping (added); Forest Resources Conservation (added); General Administration - Municipal (added); Geographic Information Systems (added); Golf Course (added); Health Department (revised); Historic Preservation (added); Historical Society (added); Housing Authority (added); Indigent Defense - Municipal Court (added); Information Technology - Municipal (added); Jail - Municipal (added); Law Enforcement - Municipal (added); Library Services (revised); Marshal's Office/Animal Control/Ordinance Enforcement (deleted); Parks and Recreation Authority (deleted); Parks and Recreation – County (added); Parks and Recreation – Municipal (added); Planning and Zoning (added); Planning and Zoning including Land Use Planning and Zoning Administration (deleted); Public Works/Roads & Bridges (deleted); Recycling (added); Resource Recovery Development Authority (added); Roads and Bridges - County (added); Roads and Bridges - Municipal (added); Senior Services (deleted); Senior Services - County (added); Senior Services - Municipal (added); Sheriff's Office including Law Enforcement, Uniform Patrol and Jail Operations (deleted); Solid Waste Collection and Disposal (added); Stormwater (added); Tax Assessment (added); Tax Collection - Municipal (added); Tourism (added); Traffic Control - Municipal (added); Transit - CATS (added); Voter Registration (added); Voter Registration/Elections (deleted); Water and Sewer Services (added); and Water Authority (deleted).

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Airport Authority***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County Airport Authority	User Fees
Cherokee County	General Fund

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

No change in the service delivery arrangements, but the Form 2 for this service has been updated.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Animal Control & Animal Shelter***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fines, Fees, Intergovernmental Revenues, and Unincorporated Area Revenues
	as defined in the IGA for Implementation of Service Delivery Strategy

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

This strategy has been revised to reflect that the County now provides animal control and animal shelter services county-wide pursuant to IGAs that each of the Cities have approved or agreed to approve. Additionally, this strategy replaces the previous strategies for 'Animal Shelter' and, in part, 'Marshal's Office/Animal Control/Ordinance Enforcement'.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County, Ball Ground, Canton, Holly Springs,	Various
	Mountain Park, Nelson, Waleska, and Woodstock	
IGA for Implementation	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

Each of the Cities have adopted or have agreed to adopt Cherokee County's animal control ordinance.

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Building Inspections***

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

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

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

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

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Mountain Park, City of Nelson, City of Waleska, and City of Woodstock**

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fines, Fees, Intergovernmental Revenues, and Unincorporated Area Revenues
	as defined in the IGA for Implementation of Service Delivery Strategy
Ball Ground, Canton	User Fees, General Fund
Holly Springs, Mountain Park	User Fees, General Fund
Nelson, Waleska, and Woodstock	User Fees, General Fund

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

This strategy has been added. Cherokee County provides this service within the Cities of Nelson and Waleska pursuant to IGAs.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County and the Cities of Waleska and Nelson	Various
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Cemetery***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fees and General Fund
Canton	Fees and General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/22/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Cherokee Multi-Agency Narcotics Squad (C-MANS)***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Canton, Woodstock, Ball Ground, and Holly Springs**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fines, Fees, Grants, and General Fund
Canton, Woodstock, Ball Ground,	Fines, Fees, Grants, and General Fund
and Holly Springs	

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

This strategy has been added. The Cherokee County Sheriff's Department operates a multi-agency task force in concert with the Cities of Canton, Woodstock, Ball Ground, and Holly Springs. The County and the Cities of Canton, Woodstock, Ball Ground, and Holly Springs have entered into an agreement for the use of grants made available to combat the use and influence of illicit drugs in order to facilitate the task force.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental and Inter-	Cherokee County, Canton, Woodstock, Ball Ground,	6/10/03 - continuing
Agency Agreement	and Holly Springs	

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/07/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Code Enforcement***

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

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

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

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

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Mountain Park, City of Nelson, City of Waleska, and City of Woodstock**

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fines, Fees, Intergovernmental Revenues, and Unincorporated Area Revenues
	as defined in the IGA for Implementation of Service Delivery Strategy
Ball Ground, Canton	User Fees, General Fund
Holly Springs, Mountain Park	User Fees, General Fund
Nelson, Waleska, and Woodstock	User Fees, General Fund

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

This strategy has been added. Cherokee County provides this service within the Cities of Nelson and Waleska pursuant to IGAs.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County and the Cities of Waleska and Nelson	Various
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/09/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Community Development Block Grant***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Grants, Fees, and General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Cooperation Agreement	Cherokee County and each City	Various

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Conservation Administration***

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

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

b.) ☒ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Cherokee County**

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Unincorporated Area Revenues as defined in IGA for Implementation of
	Service Delivery Strategy

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Coroner/Indigent Burial***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fines, Fees, and General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/29/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Court Services - County***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fines, Fees, and General Fund
	** For Magistrate Court only, the County funding method shall be Unincorporated
	Area Revenues as defined in the IGA for Implementation of Service Delivery
	Strategy**

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

This strategy has been revised to clarify the funding mechanism and to include Probation Services and the Probate and Magistrate Courts. This strategy replaces, in part, the previous strategy for 'Court Services including District Attorney, Juvenile, Family, Superior and State Courts'. Cherokee County will provide court services such as the Clerk of Courts, District Attorney, Indigent Defense, Probation, and the Probate, Magistrate, State, Superior, and Juvenile Courts county-wide. The Cities of Ball Ground, Canton, Holly Springs, and Woodstock provide their own Municipal Court Services, but the County Magistrate Court shall conduct first appearance bond hearings on criminal cases for the Cities at no cost to the Cities. The County shall fund Magistrate Court through Unincorporated Area Revenues.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County, Ball Ground, Canton, Holly Springs,	Various
	and Woodstock	
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Court Services - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, and Woodstock.**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Ball Ground	Fines, Fees, and General Fund
Canton	Fines, Fees, and General Fund
Holly Springs	Fines, Fees, and General Fund
Woodstock	Fines, Fees, and General Fund

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

This strategy replaces, in part, the previous strategy for 'Court Services including District Attorney, Juvenile, Family, Superior and State Courts'. The Cities of Ball Ground, Canton, Holly Springs, and Woodstock provide their own Municipal Court Services, but the County Magistrate Court shall conduct first appearance bond hearings on criminal cases for the Cities at no cost to the Cities.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County, Ball Ground, Canton, Holly Springs,	Various
	and Woodstock	

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/29/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Cultural Arts - County***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	General Fund

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

This strategy has been added. Cherokee County provides cultural arts services through county-wide funding provided to the Cherokee Arts Center.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/28/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Cultural Arts - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Canton and Woodstock**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Canton	General Fund, Hotel/motel Tax
Woodstock	General Fund, Hotel/motel Tax

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

This strategy has been added. The Cities of Canton and Woodstock contribute to the Cherokee Arts Center to ensure a higher level of cultural arts service within their municipalities.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
MOU	City of Canton & Cherokee County Arts Council	Updated annually

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/28/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Department of Family and Child Services***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	General Fund

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

This strategy has been added. Cherokee County provides DFACS county-wide for the benefit of all County residents,

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/23/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Downtown Development***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Canton, Ball Ground, Holly Springs, Waleska and Woodstock.**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Canton	General Fund
Ball Ground	General Fund
Holly Springs	General Fund
Waleska	General Fund
Woodstock	General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/29/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Economic Development - COED***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Dev. Auth. of Cherokee County	Bonds, Grants, and Lease Payments
Cherokee County Dev. Auth.	Bonds, Grants, and Lease Payments
Cherokee County	Fees and General Fund
Canton, Ball Ground, Holly Springs	General Fund
Waleska, and Woodstock	General Fund

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

This strategy has been added. Cherokee County has both the Development Authority of Cherokee County (created by legislation) and Cherokee County Development Authority (constitutional authority). The Cherokee Office of Economic Development (COED) is the face of both development authorities. COED may also provide an enhanced level of GIS service to the Cities, including sites/building searches, development assistance, real estate options, and demographic reports, pursuant to separate IGAs between the individual Cities and COED. The Cities may make voluntary contributions to COED from time to time to ensure a higher level of service within their jurisdictions.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/07/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Economic Development - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Canton, Holly Springs, and Woodstock**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Canton	General Fund
Holly Springs	General Fund
Woodstock	General Fund

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

This strategy has been added to distinguish between economic development services offered by the Cities apart from those services provided through Economic Development - COED.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA - Tax Allocation	Cherokee County and City of Woodstock	03/20/07 - 12/31/28

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/28/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Elections - County, State, and Federal***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fees and General Fund

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

This strategy has been added to replace, in part, the previous strategy for 'Voter Registration/Elections'. The Cherokee County Board of Elections provides voter registration and County, State, and Federal elections county-wide.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/29/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Elections - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, Waleska, Nelson, and Woodstock.**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Ball Ground, Canton, Holly Springs,	Fees and General Fund
Mountain Park, Nelson, Waleska, and	Fees and General Fund
Woodstock	Fees and General Fund

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

This strategy has been added to replace, in part, the previous strategy for 'Voter Registration/Elections'. The Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Waleska, Nelson, and Woodstock may contract with the Cherokee County Board of Elections to provide municipal elections.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County, Cherokee County Board of Elections	Various
	Ball Ground, Canton, Holly Springs, Mountain Park,	
	Nelson, Waleska, and Woodstock	

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/29/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE COUNTY	**Service:*Emergency 911 Communications & 800 mhz System***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	SPLOST, General Fund
Ball Ground, Canton, Holly Springs,	SPLOST, General Fund
Mountain Park, Nelson, Waleska, and	SPLOST, General Fund
Woodstock	SPLOST, General Fund

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

This strategy has been added. Cherokee County provides the 911 PSAP as well as emergency and non-emergency dispatching through the County Marshals Office, which is funded entirely through e-911 telephone fees. An 800 mhz radio system is being installed county-wide for use by first responders. The Cities will be granted use of such system and will be tied in with County responders for communication purposes.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
800 mhz Agreement	Cherokee County, Ball Ground, Canton, Holly Springs,	Various
	Nelson, and Woodstock	
Public Safety MOU	Cherokee County, Canton, Holly Springs, Ball Ground,	Various
	and Woodstock	

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 9/11/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Emergency Management***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Grants, Fees, and General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Emergency Medical Services***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	User Fees, Grants, and General Fund

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

This strategy has been added. In 2003, Cherokee County brought EMS service back in house under Fire & Emergency Services providing Advanced Life Support and Medical (Ambulance) Transport service countywide and dispatching an ambulance to every medical emergency.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Engineering***

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

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

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

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

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, Ball Ground, Canton, Holly Springs, Mountain Park, Waleska, Nelson, and Woodstock.**

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Unincorporated Area Revenues as defined in IGA for Implementation of
	Service Delivery Strategy and SPLOST where applicable
Ball Ground, Canton, Holly Springs,	General Fund and SPLOST
Mountain Park, Nelson, Waleska, and	General Fund and SPLOST
Woodstock	General Fund and SPLOST

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:CHEROKEE	**Service:*Extension Services***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	User Fees, General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/23/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:CHEROKEE	**Service:*Fire and Emergency Services***

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

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

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

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

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

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.): **Cherokee County and the City of Woodstock.**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fire District Tax, Intergovernmental Revenue, and Unincorporated Area
	Revenues as defined in the IGA for Implementation of Service Delivery Strategy
Ball Ground, Canton, Holly Springs,	Fire District Tax and General Fund
Nelson, and Waleska	Fire District Tax and General Fund
Woodstock	General Fund

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

This strategy has been revised to reflect a change in service areas and funding mechanisms. Cherokee County provides fire services to a delineated service area including the unincorporated area and the municipalities of Ball Ground, Canton, Holly Springs, Nelson, and Waleska. The City of Woodstock provides its own fire protection.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County, Ball Ground, Canton, Holly Springs,	Various
	Nelson, and Woodstock	
Automatic Aid Agreement	Cherokee County and Woodstock	07/28/98 - recurring
Fire & Emergency Services	Cherokee County and Canton	9/20/16 - 12/31/66
Fire & Emergency Services	Cherokee County and Holly Springs	10/1/13 - 9/30/23
Municipal Service Agreement	Cherokee County and Waleska	5/22/13 - continuing

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

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

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

Fire Service Delivery

N

Cherokee County 1831 GEORGIA

Legend

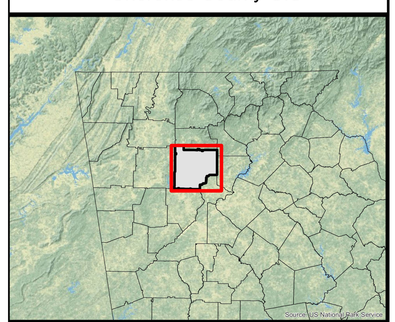
- CountyMask_Nelson
- Interstate
- Intersate Ramp
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Lakes
- City Boundaries
- Cherokee Fire
- Woodstock Fire

Map Description

Fire Service Delivery

Date of Creation
5/19/2021

Produced by:
Cherokee County GIS



This Map Has Been Compiled From The Most Up To Date And Reliable Sources Available. Cherokee County Assumes No Responsibility For Errors Or Omissions Contained Within This Map. No Warranties or Representations Are Expressed Or Implied In Fact Or In Law.

2 1 0 2 4 6 8 Miles

User: bwehs

Stored: Z:\GIS\Maps\Projects\Service Delivery\Fire Service Delivery.mxd

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:CHEROKEE	**Service:*Floodplain Mapping***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Holly Springs and Woodstock.**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Holly Springs	Stormwater Fund
Woodstock	Stormwater Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental Agreement	Holly Springs and Woodstock	2013 - continuing

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:CHEROKEE	**Service:*Forest Resources Conservation***

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

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

b.) ☒ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Cherokee County**

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Unincorporated Area Revenues as defined in IGA for Implementation of
	Service Delivery Strategy

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:CHEROKEE	**Service:*General Administration - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, Waleska, Nelson, and Woodstock.**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Ball Ground, Canton, Holly Springs,	General Fund
Mountain Park, Nelson, Waleska, and	General Fund
Woodstock	General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Geographic Information Systems***

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

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

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

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

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Mountain Park, City of Nelson, City of Waleska, and City of Woodstock**

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	Fees, Intergovernmental Revenues, and Unincorporated Area Revenues
	as defined in the IGA for Implementation of Service Delivery Strategy
Ball Ground, Canton	User Fees, General Fund
Holly Springs, Mountain Park	User Fees, General Fund
Nelson, Waleska, and Woodstock	User Fees, General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for GIS Data	Cherokee County and Woodstock	2/21/17 - continuing
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

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

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

SERVICE DELIVERY STRATEGY

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COUNTY:CHEROKEE	**Service:*Golf Course***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Canton	General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Health Department***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	User Fees, Grants, General Fund

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

No change in the service delivery arrangements, but the Form 2 for this service has been updated.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Historic Preservation***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Woodstock**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Ball Ground	General Fund
Canton	General Fund
Holly Springs	General Fund
Woodstock	General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 05/20/21

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Historical Society***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Cherokee County	General Fund

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

This strategy has been added. The County provides the primary source of funding for the Cherokee County Historical Society and some Cities may make voluntary contributions to the Historical Society from time to time to ensure a higher level of service within their jurisdictions.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
MOU	City of Canton and Cherokee County Historical Society	Updated annually

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 06/29/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Housing Authority***

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

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

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

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

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

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

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Canton Housing Authority	US Department of Housing and Urban Development Grants, user fees, rents.

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/12/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:CHEROKEE	**Service:*Indigent Defense - Municipal Court***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, and Woodstock**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Ball Ground	General Fund
Canton	General Fund
Holly Springs	General Fund
Mountain Park	General Fund
Woodstock	General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 10/08/20

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:CHEROKEE	**Service:*Information Technology - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, Waleska, Nelson, and Woodstock.**

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Ball Ground, Canton, Holly Springs,	General Fund
Mountain Park, Nelson, Waleska, and	General Fund
Woodstock	General Fund

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

This strategy has been added.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

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

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

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CHEROKEE	**Service:*Jail - Municipal***

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

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

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

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, and Woodstock.**

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

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

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

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Ball Ground	General Fund
Canton	General Fund
Holly Springs	General Fund
Woodstock	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Jail Contract	Cherokee County Sheriff, Cherokee County, Ball	Various
	Ground, Holly Springs, and Woodstock	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 10/08/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:CHEROKEE	**Service:*Law Enforcement - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, and Woodstock.**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Ball Ground	Fines, Fees, and General Fund
Canton	Fines, Fees, and General Fund
Holly Springs	Fines, Fees, and General Fund
Woodstock	Fines, Fees, and General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. The Cities of Ball Ground, Canton, Holly Springs, and Woodstock provide law enforcement services within their own jurisdictions through City Police Departments.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Mutual Aid Agreement	Cherokee County Sheriff, Ball Ground, Canton, Holly	Various
	Springs, and Woodstock	
Remote Access to PSIS	Cherokee County and Woodstock	4/3/18 - 4/2/68
IGA Public Safety Radio	Cherokee County and Woodstock	3/17/11 - continuing
IGA Share Criminal Just. Info.	Cherokee County and Woodstock	5/17/16 - 12/31/59

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Library Services***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Sequoyah Regional Library Systems**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	Fees and General Fund
Ball Ground, Canton, Holly Springs,	General Fund
Mountain Park, Nelson Waleska, and	General Fund
Woodstock	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been revised to clarify the funding mechanism. Cherokee County funds library services county-wide through the Sequoyah Regional Library System. The Cities may make voluntary contributions to the Sequoyah Regional Library System from time to time to ensure a higher level of service within their jurisdictions.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/12/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Parks and Recreation - County***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Cherokee County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	SPLOST, Grants, Bonds, General Fund, User Fees, and Excise Tax on Distilled
	Spirits by the Drink

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added to replace, in part, the previous strategy for 'Parks and Recreation Authority' and to clarify the funding mechanism. Cherokee County provides parks and recreation programs county-wide for the benefit of all county residents. The Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock provide supplemental parks and recreation facilities and services for the benefit of their respective residents at a higher level of service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Parks and Recreation - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, and Woodstock**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Ball Ground, Canton, Holly Springs,	SPLOST, Grants Bonds, General Fund
Mountain Park, Nelson, and	SPLOST, Grants Bonds, General Fund
Woodsock	SPLOST, Grants Bonds, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added to replace, in part, the previous strategy for 'Parks and Recreation Authority' and to clarify the funding mechanism. Cherokee county provides parks and recreation programs county-wide for the benefit of all county residents. The Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, and Woodstock provide supplemental parks and recreation facilities and services for the benefit of their respective residents at a higher level of service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/03/19

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Planning and Zoning***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Mountain Park, City of Nelson, City of Waleska, and City of Woodstock**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	Fees, Intergovernmental Revenues, and Unincorporated Area Revenues
	as defined in the IGA for Implementation of Service Delivery Strategy
Ball Ground, Canton	User Fees, General Fund
Holly Springs, Mountain Park	User Fees, General Fund
Nelson, Waleska, and Woodstock	User Fees, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been revised to clarify the funding mechanism and to reflect that Cherokee County provides this service within the Cities of Nelson and Waleska pursuant to IGAs.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County and the Cities of Waleska and Nelson	Various
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Recycling***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, Ball Ground, Canton, Mountain Park, Waleska, and Woodstock**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	Fees, Rents, and Unincorporated Area Revenues as defined in IGA for
	Implementation of Service Delivery Strategy
Ball Ground, Canton, Mountain Park,	User Fees
Waleska, and Woodstock	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. Cherokee County operates two recycling transfer stations located in the unincorporated area of the County. The Cities of Ball Ground, Canton, Mountain Park, Waleska, and Woodstock provide municipal recycling collection within their own jurisdictions.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Resource Recovery Development Authority***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☒ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Cherokee County**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	Unincorporated Area Revenues as defined in IGA for Implementation of
	Service Delivery Strategy

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. The Cherokee County Resource Recovery Development Authority (RRDA) issued bonds in 2007 to finance the construction of a recycling processing facility. Cherokee County has repaid and will continue to repay the 2007 bonds from revenues generated and collected within the unincorporated area of the County until the bonds are repaid in full, which will occur in 2022.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Roads and Bridges - County***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Cherokee County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	SPLOST, Grants, LMIG, and General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added to replace, in part, the previous strategy for 'Public Works/Roads & Bridges' and to clarify the funding mechanism. Cherokee County maintains county roads county-wide for the benefit of all county residents. The Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock maintain their respective network of city roads. Cherokee County intends to enter into an IGA with the Cities to formalize their prior arrangement whereby the County provides road improvements, including construction and maintenance within the Cities from time to time. Said IGA will also provide that the County's paving crew will re-pave city streets from time to time, with the cities paying only for the cost of materials.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/03/19

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Roads and Bridges - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Ball Ground, Canton, Holly Springs,	SPLOST, Grants, and General Fund
Mountain Park, Nelson, Waleska, and	SPLOST, Grants, and General Fund
Woodstock	SPLOST, Grants, and General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added to replace, in part, the previous strategy for 'Public Works/Roads & Bridges' and to clarify the funding mechanism. The Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock each maintain their respective networks of City roads. Cherokee County intends to enter into an IGA with the Cities to formalize their prior arrangement whereby the County provides road improvements, including construction and maintenance within the Cities from time to time.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Transportation Improvement	Cherokee County, Ball Ground, Canton, Holly Springs,	TBD
	Mountain Park, Nelson, Waleska, and Woodstock	
Intergovernmental Agreement	City of Woodstock and Cherokee County	7/21/15 - 7/20/65

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/12/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Senior Services - County***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Cherokee County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy replaces, in part, the previous strategy for 'Senior Services'. The Cities of Canton and Woodstock provide additional senior services within their own jurisdictions while the County provides a base level of senior services county-wide. A separate form for municipal senior services has been added.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Senior Services - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Canton, Ball Ground, and Woodstock**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Canton	General Fund, Grants, and User Fees.
Ball Ground	General Fund, Grants, and User Fees.
Woodstock	General Fund, Grants, and User Fees.

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy replaces, in part, the previous strategy for 'Senior Services'. The Cities of Canton and Woodstock provide additional senior services within their own jurisdictions while the County provides a base level of senior services county-wide. A separate form for County Senior Services has been added.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/12/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Solid Waste Collection and Disposal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, Canton, Ball Ground, Mountain Park, Nelson, Waleska, and Woodstock**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	User Fees and Unincorporated Area Revenues as defined in IGA for
	Implementation of Service Delivery Strategy
Canton, Mountain Park, Waleska,	General Fund
Ball Ground, Nelson, and Woodstock	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. The Cities of Canton, Ball Ground, Mountain Park, Nelson, Waleska, and Woodstock currently or may provide municipal solid waste collection and/or disposal within their municipal jurisdictions. Cherokee County does not currently provide solid waste collection services, but does monitor Blalock Road Landfill, a post-closure landfill, and the post-closure monitoring shall be funded through County Unincorporated Area Revenues.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Stormwater***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, Ball Ground, Canton, Holly Springs, Mountain Park, Waleska, and Woodstock**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	Unincorporated Area Revenues as defined in IGA for Implementation of
	Service Delivery Strategy
Canton, Holly Springs & Woodstock	Stormwater Fund
Mountain Park & Waleska	General Fund
Ball Ground	Stormwater Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Memo. of Understanding	Limestone Valley and Holly Springs	6/2/15 - continuing
Memo. of Understanding	Limestone Valley and Woodstock	6/21/15 - continuing
IGA for Implementation of	Cherokee County and all Cities	TBD
Service Delivery Strategy		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 03/25/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Tax Assessment***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Cherokee County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	General Fund and Unincorporated Area Revenues

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. Cherokee County provides county-wide property tax assessment through the Cherokee County Board of Tax Assessors. The County may supplement its county-wide tax assessment funding with unincorporated area revenues from time to time.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA for Exemption Application	Cherokee County and Holly Springs	7/1/17 - 7/1/27

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 04/08/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Tax Collection - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Woodstock, and Waleska.**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Ball Ground, Canton, Holly Springs,	General Fund
Mountain Park, Nelson, Waleska,	General Fund
Woodstock	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. The Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock provide for the billing and collection of municipal taxes by providing this service themselves or through a contract for services with the Cherokee County Tax Commissioner. The Cherokee county Tax Commissioner bills and collects State and County taxes.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Municipal Services Agreement	Cherokee County, Cherokee County Tax Commissioner	Various
	Ball Ground, Canton, and Nelson	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/08/19

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Tourism***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Cherokee County, Ball Ground, Canton, Holly Springs, Waleska, and Woodstock**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	Hotel/Motel Tax
Ball Ground	General Fund
Canton	Hotel/Motel Tax
Holly Springs	Hotel/Motel Tax
Waleska	General Fund
Woodstock	Hotel/Motel Tax

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Memo. of Understanding	Canton and Cherokee County Chamber of Commerce	10/18/17 - continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 05/20/21

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Traffic Control - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Canton, Ball Ground, Holly Springs, Mountain Park, Waleska, and Woodstock**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Canton	General Fund
Ball Ground	General Fund
Holly Springs	General Fund
Mountain Park	General Fund
Waleska	General Fund
Woodstock	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/12/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Transit - CATS***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Cherokee County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	User Fees, Grants, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added. The Cherokee Area Transportation System provides public transportation services for all County residents.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 11/15/19

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Voter Registration***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Cherokee County Board of Elections**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Cherokee County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added to replace, in part, the previous strategy for 'Voter Registration/Elections'. The Cherokee County Board of Elections provides voter registration and County, State, and Federal elections county-wide.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 07/12/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE	**Service:*Water and Sewer Services***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.): **Cherokee County Water and Sewerage Authority ("CCWSA") and the Cities of Ball Ground, Canton, Waleska, and Woodstock.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
CCWSA	Grants, Bonds, and User Fees
Canton	Enterprise Fund
Ball Ground	Enterprise Fund
Waleska	Enterprise Fund
Woodstock	Enterprise Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy has been added to replace the previous strategy for 'Water Authority', to add the Cities of Ball Ground and Waleska as service providers, and to incorporate new water and sewer service area maps.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Various	CCWSA, Ball Ground, Canton, Waleska, and	Various
	Woodstock.	
Water Purchase Contract	Woodstock and Cobb Marietta Water	5/24/82 - continuing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

January 31, 2000 IGA establishing a process for the provision of extraterritorial water and sewer services and land use compatibility.

7. Person completing form: **Jerry Cooper, County Manager**
Phone number: **678-493-6001** Date completed: 10/08/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Water & Sewer Service Delivery

N

Cherokee County
1831
GEORGIA

Legend

- Interstate
- Intersate Ramp
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Tax Parcels
- Lakes
- City Boundaries

Service Area

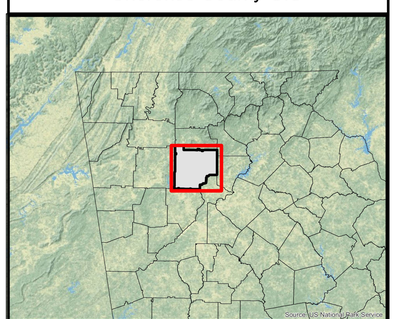
- Ball Ground
- Canton
- Waleska
- Woodstock
- CCWSA

Map Description

Water & Sewer Service Delivery

Date of Creation
5/19/2021

Produced by:
Cherokee County GIS



This Map Has Been Compiled From
The Most Up To Date And Reliable
Sources Available. Cherokee County
Assumes No Responsibility For Errors
Or Omissions Contained Within This Map.
No Warranties or Representations Are
Expressed Or Implied In Fact Or In Law.

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User: bwehs

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SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY:CHEROKEE

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
None

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

☐ Amendments to existing comprehensive plans

☐ Adoption of a joint comprehensive plan

☒ Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:
Adoption of Annexation Notification and Land Use Dispute Resolution Agreement (attached)

NOTE:

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? January 31, 2000 IGA establishing a process for the provision of extraterritorial water and sewer services and land use compatibility.

4. Person completing form: **Jerry Cooper, County Manager**

Phone number: **678-493-6001** Date completed: 04/28/21

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

ANNEXATION NOTIFICATION AND LAND USE DISPUTE RESOLUTION AGREEMENT

This Annexation Notification and Land Use Dispute Resolution Agreement (the "Agreement") is made this _____ day of 2021, by and between Cherokee County, Georgia (the "County") and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock Georgia (the "Cities).

The Cities and the County hereby agree to implement the following process for providing notification of annexations and for resolving land use disputes related to annexations:

1. Upon acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by any City, the City receiving such application or petition or adopting such resolution shall notify the County government of the proposed annexation, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia, as such law may be amended from time to time, by way of a letter substantially conforming to the form attached hereto as Exhibit "A", and provide the County with a copy of the annexation application, the rezoning petition (if applicable), and a completed Annexation Notification Form, substantially conforming to the form attached hereto as Exhibit "B".

2. If the County responds in writing to a proposed annexation with an objection or otherwise within thirty (30) days from the receipt of the annexation notification provided for in this Agreement, such writing shall be presented to the City Planning Commission, the Mayor, and the City Council for the City and read into the record during the public hearing on the zoning of the property to be annexed.

3. Any dispute related to the proposed land use for the area to be annexed shall be resolved in accordance with the procedures set forth in O.C.G.A. § 36-36-110 *et seq.*, as such law may be amended from time to time.

4. This Annexation Notification and Land Use Dispute Resolution Agreement shall become effective on the date first shown above, shall supersede any prior agreement of the parties relating to the subject matter of this Agreement, and shall remain in force and effect until amended in by express written agreement of each patty or unless otherwise terminated by operation of law.

[Remainder of page intentionally left blank]

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

EXHIBIT "A"

[City's letterhead]

The Board of County Commissioners of Cherokee County

Dear Commissioners:

Please be advised that the City of Georgia, by the authority vested in the Mayor and the Council of the City of Georgia by Article _____ *[specify Article 2, 3, 4, or 6]* of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of in accordance with Chapter 36 of Title 36 of the Official Code of Georgia.

[Insert description of the property to be annexed and describe proposed zoning and land use for area to be annexed]

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify *[the governing authority]* of the City of _____ in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

A public hearing on zoning of the property to be annexed as *[insert zoning classification]* will be held *[insert time and place]*. If the County has an objection under O.C.G.A. § 36-36-110, *et. seq.*, in accordance with the objection and resolution process, you must notify *[identify appropriate city official]* within thirty (30) calendar days of the receipt of this notice.

Sincerely,

_____
Mayor, City Mgr., City Clerk,
or other designated officer

Cherokee:	_____	Ball Ground:	_____	Canton:	_____	Holly Springs:	_____
Mountain Park:	_____	Nelson:	_____	Waleska:	_____	Woodstock:	_____

EXHIBIT "B" ANNEXATION NOTIFICATION FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the County with the notice of proposed annexation).

2. How many landowners/parcels will be included?

3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals) and attach a copy of the development plan.

6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by: _____ (print)

Signature: _____ Date: _____

Cherokee:	_____	Ball Ground:	_____	Canton:	_____	Holly Springs:	_____
Mountain Park:	_____	Nelson:	_____	Waleska:	_____	Woodstock:	_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

APPROVED by the Cherokee County Board of Commissioners this ___ day of _____, 2021.

CHEROKEE COUNTY, GEORGIA

_____
Harry Johnston, Chairman

ATTEST:

_____
Christy Black, County Clerk

APPROVED by the City of Ball Ground this ___ day of _____, 2021.

CITY OF BALL GROUND, GEORGIA

_____
Rick Roberts, Mayor

ATTEST:

_____
Karen Jordan, City Clerk

Cherokee:	_____	Ball Ground:	_____	Canton:	_____	Holly Springs:	_____
Mountain Park:	_____	Nelson:	_____	Waleska:	_____	Woodstock:	_____

APPROVED by the City of Canton this ___ day of _____, 2021.

CITY OF CANTON, GEORGIA

_____
Bill Grant, Mayor

ATTEST:

_____
Annie Fortner, City Clerk

APPROVED by the City of Holly Springs this ___ day of _____, 2021.

CITY OF HOLLY SPRINGS, GEORGIA

_____
Steven Miller, Mayor

ATTEST:

_____
Karen Norred, City Clerk

Cherokee:	_____	Ball Ground:	_____	Canton:	_____	Holly Springs:	_____
Mountain Park:	_____	Nelson:	_____	Waleska:	_____	Woodstock:	_____

APPROVED by the City of Mountain Park this ___ day of _____, 2021.

CITY OF MOUNTAIN PARK, GEORGIA

_____
Jim Still, Jr., Mayor

ATTEST:

_____
Karen Segars, City Clerk

APPROVED by the City of Nelson this ___ day of _____, 2021.

CITY OF NELSON, GEORGIA

_____
Sylvia Green, Mayor

ATTEST:

_____
Kelsey Riehl, City Clerk

Cherokee:	_____	Ball Ground:	_____	Canton:	_____	Holly Springs:	_____
Mountain Park:	_____	Nelson:	_____	Waleska:	_____	Woodstock:	_____

APPROVED by the City of Waleska this ___ day of _____, 2021.

CITY OF WALESKA, GEORGIA

_____
Mary Helen Lamb, Mayor

ATTEST:

_____
Robyn Smith, City Clerk

APPROVED by the City of Woodstock this ___ day of _____, 2021.

CITY OF WOODSTOCK, GEORGIA

_____
Donald P. Henriques, Mayor

ATTEST:

_____
Rhonda L. Pezzello, City Clerk

Cherokee:	_____	Ball Ground:	_____	Canton:	_____	Holly Springs:	_____
Mountain Park:	_____	Nelson:	_____	Waleska:	_____	Woodstock:	_____

Georgia® Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHEROKEE

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
CHEROKEE COUNTY	Chairman	Harry Johnston		
BALL GROUND	Mayor	A.R. Roberts, III		
CANTON	Mayor	Bill Grant		
HOLLY SPRINGS	Mayor, Pro Tem	Steven Miller		
MOUNTAIN PARK	Mayor	Jim Still, Jr.		
NELSON	Mayor	Sylvia Green		
WALESKA	Mayor	Mary Helen Lamb		
WOODSTOCK	Mayor	Donald P. Henriques		

Fire Service Delivery

N

Cherokee County 1831 GEORGIA

Legend

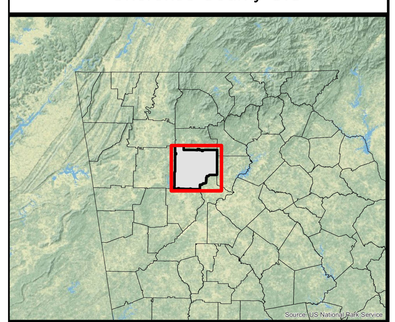
- CountyMask_Nelson
- Interstate
- Intersate Ramp
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Lakes
- City Boundaries
- Cherokee Fire
- Woodstock Fire

Map Description

Fire Service Delivery

Date of Creation
5/19/2021

Produced by:
Cherokee County GIS



This Map Has Been Compiled From The Most Up To Date And Reliable Sources Available. Cherokee County Assumes No Responsibility For Errors Or Omissions Contained Within This Map. No Warranties or Representations Are Expressed Or Implied In Fact Or In Law.

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User: bwehs

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Water & Sewer Service Delivery

N

Cherokee County
1831
GEORGIA

Legend

- Interstate
- Intersate Ramp
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Tax Parcels
- Lakes
- City Boundaries

Service Area

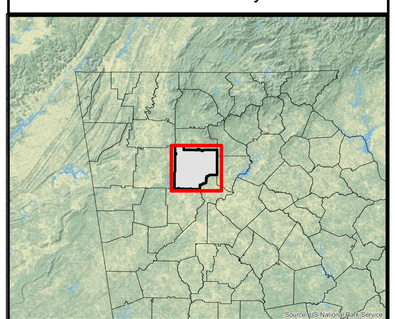
- Ball Ground
- Canton
- Waleska
- Woodstock
- CCWSA

Map Description

Water & Sewer Service Delivery

Date of Creation
5/19/2021

Produced by:
Cherokee County GIS



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User: bwehs

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City of Holly Springs Work Session Meeting
Speaker Sign In Sheet

Meeting Date: June 7, 2021

Name	Address	City Resident Y/N	Topic of Comment
1. Roger McEwen	317 Peninsula Pt	Y	Memorial Day / City Response
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.