CITY OF DUNWOODY, GA
CITY COUNCIL

Ken Wright, Mayor

Denis Shortal – District 1, Post 1
Adrian Bonser - District 2, Post 2
Tom Taylor – District 3, Post 3
Robert Wittenstein – At Large, Post 4
Danny Ross – At Large, Post 5
John Heneghan – At Large, Post 6

Monday, December 29, 2008	**Special Called Meeting**	**7:00 PM**

A) CALL TO ORDER

B) ROLL CALL AND GENERAL ANNOUNCEMENTS

C) INVOCATION

D) PLEDGE OF ALLEGIANCE

E) MINUTES

1. Approval of Meeting Minutes from the November 30, 2008 City Council Meeting
   (Joan Jones, Acting City Clerk)

2. Approval of Meeting Minutes from the December 1, 2008 City Council Meeting
   (Joan Jones, Acting City Clerk)

3. Approval of Meeting Minutes from the December 15, 2008 City Council Work Session.
   (Joan Jones, Acting City Clerk)

F) APPROVAL OF MEETING AGENDA *(add or remove items from agenda)*

G) PUBLIC COMMENT

H) CONSENT AGENDA *(none at this time)*

I) UNFINISHED BUSINESS:

1. Second Read, discussion and vote on Ordinance to adopt and approve Chapter 25 ("Water, Sewer and Sewage Disposal") of the City of Dunwoody Code of Ordinances.

2. Second Read, discussion and Vote on Ordinance to adopt and approve Chapter 16 ("Offenses and Violations") of the City of Dunwoody Code of Ordinances.

3. Second Read, discussion and vote on Ordinance to amend a provision of Chapter 15 ("Business Occupation Tax, Licenses and Regulation") of the City of Dunwoody Code of Ordinances.

4. ACTION ITEM: Discussion and vote on approving the final contract with Lowe Engineering for Public Works services for the City of Dunwoody (deferred from December 18, 2008 Council Meeting).

5. Second Read and vote on approving Ordinance granting Comcast of Georgia a Franchise Agreement for Cable and Video Services.

J) REPORTS AND PRESENTATIONS

K) NEW BUSINESS:

1. ***PUBLIC HEARING* – *City of Dunwoody 2009 Fiscal Year Budget*.**
   -Presentation and Recommendation by City Manager Warren Hutmacher
   -Public Comments Open
   -Public Comments Closed
   -Discussion by Council and staff
   -Close Public Hearing

2. First Read of Ordinance to adopt and approve the City of Dunwoody Budget for Fiscal Year 2009 **(First Read).**

3. One Read of Ordinance to adopt and approve the City of Dunwoody Budget for Fiscal Year 2009.

4. First Read of Ordinance to adopt and approve the City of Dunwoody Interim Future Land Use Map **(First Read)**.

5. One Read Ordinance to adopt the City of Dunwoody Fiscal Year.

6. First Read of Ordinance to adopt the City of Dunwoody Fiscal Year **(First Read)**.

7. Discussion and vote on approving Resolution appointing judges for the City of Dunwoody Municipal Court.

8. First Read of Ordinance to adopt the International Property Maintenance Code **(First Read)**.

9. One Read of Ordinance Authorizing the City of Dunwoody Tax Anticipation Note.

10. First Read of Ordinance Authorizing the City of Dunwoody Tax Anticipation Note **(First Read)**.

11. Discussion and vote on approving Resolution terminating moratorium on business and alcohol license applications and issuance.

12. Discussion and vote on approving Resolution adopting a Fee Schedule for various planning and zoning functions.

L) OTHER BUSINESS (*none at this time)*

M) PUBLIC COMMENT

N) ADJOURN

Chapter 25: Water, Sewers and Sewage Disposal

Article I: Dekalb County Water System

Division 1: Generally

Section 1: Definitions

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

Agreement means a contract for water service between Dekalb County and the City of Dunwoody.

Approved means accepted in writing for planning, installation or activation by the Director.

Appurtenance means an item attached to or made part of a water main to divert or control flow, excluding taps and waterlines.

As-built design means a graphical presentation of the characteristics and scope of work performed which has been prepared by the engineer and approved by Dekalb County.

Authorized person means a regular and designated employee of Dekalb County or its legal agent.

Backflow means the flow of water or other liquids, mixtures, gases or other substances into the distributing pipes of the potable water supply from any source or sources.

Backflow prevention device means any effective device, method or construction approved by Dekalb County, used to prevent backflow into a potable water system. The type of device used should be based on the degree of hazard, either existing or potential.

Back-siphonage means a form of backflow due to a negative pressure within a potable water system.

Back pressure means a form of backflow due to a negative pressure within a potable water system.

Billing period means the time interval between issuance of statements for service.

Commercial customer means a person receiving service at premises where such person engages in nonmanufacturing business operations, as licensed by the City.

Commodity charge means a billing to a customer reflecting the volume of water delivered.

Comprehensive plan means the currently adopted future land use plan for the City of Dunwoody.

Construction cost means the contractor's expense in constructing any additions or modifications to the water system.

Contractor means a person with whom Dekalb County or a developer contracts for execution of work.

Cross-connection means any actual or potential connection or structural arrangement between the public potable water system or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.

Customer means a person receiving water service from Dekalb County.

Department means the Public Works Department or such other department as may hereafter be designated to enforce this Article.

Developer means a person engaged in building residential subdivisions, commercial or industrial complexes.

Development means any action in preparation for construction activities which results in alteration of either land or vegetation. This definition shall not apply to individual single-family dwelling unit construction within a subdivision recorded subsequent to July 28, 1970, or to alteration, modification or additions to single-family dwelling units except for, in either case, individual single-family lots where site plans for each are required by special designation on the recorded plat or such lots are located within the intermediate regional floodplain.

Director means the Public Works director of Dekalb County, or when a department other than the public works department is designated to enforce provisions of this Article, the director of such department.

Dwelling means a domicile intended for one (1) or more families.

Dwelling unit means that portion of a dwelling in which only one (1) family resides.

Engineer means a professional engineer practicing civil-sanitary engineering who is licensed by the State.

Extension means an addition to the water system consisting of mains six (6) inches or larger in diameter and all appurtenances required or accepted by Dekalb county.

Fire hydrant means a system appurtenance for connection and flow control to temporary fire lines.

Fire line service means an unmetered or metered permanent connection to the system restricted to fire control use.

Guarantee deposit means a sum of money specified by Dekalb County deposited by a prospective customer as guarantee that bills for service will be paid.

Health hazard means an actual or potential threat of contamination, or pollution of a physical or toxic nature to the public potable water system or the consumer's potable water system to such a degree of intensity that there would be a danger to health.

Hearing means a public meeting called at the discretion of Dekalb County with appropriate public notice to evaluate merits of a system extension or modification.

Industrial customer means a person engaged in manufacture or processing of goods or materials, as licensed by Dekalb County.

Inspection means an action by an authorized person who may enter a customer's premises to inspect the water system and any plumbing connected thereto for their compliance with this Chapter.

Inspection fee means a charge to a customer, contractor, developer or other person for inspecting extensions or existing or new connections to the water system for their compliance with this Chapter.

Meter means a manufactured unit which is part of the system, used to measure and totalize volume of water flowing from the system into a customer's piping system.

Miscellaneous service means any noncontinuous service for which charges are set.

Off-site mains means system water mains installed outside of private property or tracts planned for development.

On-site mains means system water mains installed in easements or dedicated rights-of-way within private property or tracts planned for development.

Oversized mains means water mains sized for capacity in excess of that required to meet the short-term needs that prompted extension.

Planned extension means an extension of the water system by the county done as a programmed fulfillment of a step in its long-range planning process.

Plans means engineering drawings and specifications for extension of the system or for connections thereto, prepared by an engineer or by Dekalb County.

Plumber means a person licensed to render plumbing services in the City.

Plumbing means piping and associated fixtures on a premises that are connected in any way to the water system.

Plumbing fee means that fee paid for the issuance of a plumbing permit.

Potable water means water meeting the requirements of the latest United States Public Health Service set of regulations, Drinking Water Standards, for use in control of water quality for interstate carriers.

Premises means building, house, store, plant or any other place where people live, work or congregate.

Private water system includes the water source, delivery piping and all appurtenances, excluding building plumbing, that serve more than one (1) dwelling unit or a commercial or industrial premises as a potable water supply.

Property owner means a person holding legal title to a premises or an authorized representative thereof.

Sanitary sewer means a pipe which carries sanitary sewage and excludes groundwaters, surface waters and stormwaters.

Service means the acts and procedures of supplying water to system customers.

Service charge means billing for recurring service that is provided, whether service is used or not.

Service cock means the valve placed on the service connection which is used to turn on and turn off the flow of water from the water main to the premises.

Service connection means the procedure of making service available to a customer, which includes the service line, water meter, service cock and the tap on initial installation; subsequent service connections will normally only require a water meter.

Service connection charge means a charge made by Dekalb County for the service connection including the tap fee when performed.

Service line means the waterline from a tap to and including meter and service cock if they are required.

Standard Methods refers to Standard Methods for the Examination of Water and Wastewater, latest edition, published by APHA, AWWA, and WPCF.

Sterilize or *sterilization* means the procedure of disinfecting water mains, service lines, plumbing and appurtenances by Dekalb County-approved methods.

Subdivision means any tract of land, divided, planned or developed as a subdevelopment with two (2) or more residences, buildings or building sites.

Surge means a sudden pressure change in the water system caused by rapid valve operation.

Tap means the procedure and result of connecting a service line or water main to an existing or new water main.

Tap fee means a charge made by Dekalb County for making a tap on its water main.

Unsanitary means unclean, unhealthy or harmful to the public health.

Valve means a plumbing appurtenance used to control flow in a water main or service line.

Water main or line means a pipeline in the water system.

Water system or *system* means the interrelated network for purification and delivery of drinking water owned by Dekalb County, including all water mains, service lines and appurtenances.

Section 2: Cross-connection survey team

The cross-connection survey team shall work under the direction of the Department, and shall have authority for implementation of the cross-connection requirements of Dekalb County. It shall have responsibility to see that backflow prevention devices are installed where required, tested for proper functioning upon completion of installation, and periodically tested for proper functioning after installation.

Section 3: Feasibility of providing service

Water service and fire protection shall be provided in the order of application and only if determined to be feasible and consistent with sound system operation.

Section 4: Water quality standards; inspection; record of treatment operations

The system shall supply potable water meeting current drinking water standards established by Federal, State and local authorities. The system shall be open to inspection and

tests by such authorities upon reasonable notice. Dekalb County shall maintain a record of water treatment operations available for public inspection by appointment with the Director.

Section 5: Continuity of service; consistency of quality

The City and Dekalb County shall make every reasonable effort to provide continuous service and potable water. The City and Dekalb County do not warrant that system malfunctions will not result in service interruptions or pressure changes, nor do they guarantee that water quality will not vary, nor do they guarantee that it will be directly suitable for special commercial or industrial processes. Neither the City nor Dekalb County assumes any liability for damages caused by varying pressure, interrupted service or water quality changes.

Section 6: Emergency restriction of service

(a) The City and Dekalb County reserve the right to shut off or diminish flow in system mains due to repairs, emergencies or water shortage. Notice shall be given in the event of water shortage or prolonged routine maintenance interruptions of service. Notice is not required for emergency diversions of water or emergency repairs.

(b) During periods of dry weather, upon determination by Dekalb County that a water shortage or potential water shortage exists to the extent that Dekalb County water system may not have sufficient flows for domestic service and fire protection, the City or Dekalb County may issue such warning to the public as appropriate to effect conservation measures or the City or Dekalb County may by order or ordinance direct that unessential water usages, such as lawn watering and automobile washing, may be restricted to certain hours of the day or not permitted at all until the shortage or potential shortage no longer exists. Persons shall not violate such an order or ordinance.

(c) Any person who does anything prohibited or fails to do anything required either by this section or by an order or ordinance of the City or Dekalb County, upon citation and conviction of the violation in a court of competent jurisdiction, including the City of Dunwoody Municipal Court, shall be subject to the penalties in accordance with this section and Chapter 1 of the Code of the City of Dunwoody. Where any offense or violation continues from day to day, each day's continuance thereof shall be deemed a separate offense.

(d) For a first violation of the provisions of this section or of an order or ordinance of the City or Dekalb County pursuant to this section, the Director of Watershed Management of Dekalb County or designee shall issue a written warning of the violation and if the violation is not corrected immediately, a notice of violation shall be issued. If the first violation presents an imminent threat to public health or safety, the Dekalb County Director of Watershed Management, his designee or the City of Dunwoody Code Enforcement shall issue an immediate citation in lieu of a written warning.

(e) Upon conviction of any violation of this section or of an order or ordinance of the City or Dekalb County pursuant to this section, the court shall impose a fine of not less than two

hundred and fifty dollars ($250.00) in addition to any other penalty or punishment imposed by the court.

(f) Upon a second and subsequent conviction within a twelve-month period measured from the date of the first conviction of any violation of this section or of an order or ordinance of the City or Dekalb County pursuant to this section, the court shall impose a fine of not less than five hundred dollars ($500.00) in addition to any other penalty or punishment imposed by the court.

(g) Upon a third and subsequent conviction within a twelve-month period measured from the date of the first conviction of any violation of this section or of an order or ordinance of the City or Dekalb County pursuant to this section, the court shall terminate water service to the property where the violation occurred for a period of time to be determined in the discretion of the court, impose a fine of not less than one thousand dollars ($1,000.00) and impose a minimum jail sentence of twenty-four (24) hours.

(h) The penalties provided in this section are not cumulative and shall not prohibit the City or DeKalb County from pursuing any other civil or criminal remedies authorized by this Code, the Dekalb County Code of Ordinances, State, or Federal law.

Section 7: Enlargement, improvement of water supply

Dekalb County may contract for additional water sources to enlarge and improve the water supply. A public evaluation study prior to contracting shall be made to determine cost effectiveness and to assess the impact of substantial improvements.

Section 8: System financing

The system shall be self-sustaining from its revenues, grants and other incomes. Expansions and improvements of service shall be effected using funds in system accounts or by sale of system revenue certificates. The DeKalb County Public Works Department will prepare annual reports of planned expansion and improvement for review by the Dekalb County Board of Commissioners.

Section 9: General maintenance and protection of service policy

Dekalb County shall take all reasonable and necessary measures to protect the water system from contamination and to assure a continuous supply of potable water. Customers and other persons shall observe all procedures promulgated by Dekalb County to meet the above objectives with particular reference to the maintenance and protection procedures contained in this Article.

Section 10: Protection of water sources, storage facilities

No person shall enter the premises of water storage facilities or reservoirs without authorization from the Department. No person shall place any contaminating substances in water sources or water storage facilities.

Section 11: Connections, taps, etc., by authorized persons only

Waterlines shall not be uncovered or tampered with unless authorized by Dekalb County, nor shall any appurtenance of the system be operated except by an authorized person. No service connection shall be made except by an authorized person. No contractor, plumber or other person shall tap any water main without written permission from the Department. Service cocks shall be operated only by a contractor or plumber making repairs on plumbing or waterlines or by an authorized person.

Section 12: Proximity of water lines to sanitary sewers

No sanitary sewer shall be placed within ten (10) feet horizontally of a waterline nor less than three (3) feet above or below a waterline without special protection approved by the Department.

Section 13: Fire hydrant use

Fire hydrants shall not be operated without authorization from Dekalb County, except in case of fire. Use of fire hydrants is classified as temporary service and is subject to all procedures set forth by Dekalb County for such use.

Section 14: Surge protection

Customers shall not employ fast-acting valves on any line or connection thereto without surge protection approved by Dekalb County.

Section 15: Electrical grounding

No new or revamped wiring systems or electrical appliances that may induce shock shall be grounded to the water system or connected thereto. Grounding rods or other devices will be employed.

Section 16: Covering of appurtenances

Pavement or earthwork shall not be placed over any valve or box cover nor shall such appurtenances to the system be rendered inaccessible to Dekalb County.

Section 17: Location, ownership of facilities

The entire water system up to and including meters is the property of Dekalb County, except for other water systems connected by agreement. In no case shall mains or appurtenances be placed outside of public rights-of-way or appropriate easements. Title shall not be conveyed to Dekalb County for mains or appurtenances without simultaneous conveyance of necessary easements or rights-of-way. Title to any water system property or components shall not be conveyed to any person unless Dekalb County approves such to be obsolete, surplus, and not needed in long-range system plans and further provided that Dekalb County receives compensation or credit in amount of fair market value.

Section 18: Inspection of premises; right of entry

(a) Application for water service shall constitute agreement that a customer shall allow Dekalb County inspection of the premises for violation of this Article, maintenance of the system, meter reading, testing, surveys, and inspection of waterline construction. Entry to premises for any purpose other than routine and agreed-upon operations shall be preceded by due notice served as provided in this section.

(b) Due notice shall consist of a certified letter, return receipt requested, being mailed to the person refusing to allow entry. This notice shall require acknowledgement and agreement of that person to allow entry, giving ten (10) days' time after receipt of due notice for this to be made. When due notice is given for purpose of access for surveys or inspection, acknowledgement and agreement to allow entry shall be made within the same ten (10) days and no offense is presumed. Thereafter Dekalb County may issue citations by certified letter for each day of violation now presumed only after issuing a second due notice for violation as outlined above.

(c) Dekalb County and its authorized agents and employees may enter upon any lands in the City for the purpose of making such surveys, soundings, drillings, and examinations as Dekalb County may deem necessary or desirable to accomplish the purposes of planning and engineering water system improvements; and such entry shall not be deemed a trespass nor shall it be deemed an entry which would constitute a taking in a condemnation proceeding, providing that reasonable notice of such entry shall be done in a reasonable manner with as little inconvenience as possible to the owner or occupant of the property, and Dekalb County shall make reimbursement for any actual damages resulting from such entry or indemnify the City for same to the extent permitted by State law.

Division 2: Extensions of Service

Section 1: Planned Extensions to Developed Areas

Dekalb County may, as part of its continuing service to residents, extend water service without petition to developed areas presently obtaining service from other sources. In such cases,

a property owner must tie onto the Dekalb County system if service is available within three hundred (300) feet of the premises' property line after due notice from Dekalb county.

Section 2: Planned Extensions to developing areas

Dekalb County may, as part of its continuing service to residents, extend water service to areas planned for development or in the course of development provided that cost benefits analysis shows projected revenues or cost participation to be sufficient to warrant extension.

Section 3: Incorporation of private systems

Existing water systems in apartment and condominium developments, office complexes and similar developments including subdivision water mains may be incorporated into the Dekalb County water system on approval by Dekalb County. System water mains and appurtenances must meet Dekalb County standards for materials and design. Remedial work costs to meet standards shall be borne by developers, owners or customers using or administering the system prior to conveyance.

Section 4: Requests for installation of water mains on existing City or Dekalb County roads

(a) A request for the installation of a water main by City residents who live on existing City or Dekalb County roads not serviced by the water system shall be presented to the Board of Commissioners of Dekalb County through the Department on petition forms provided by the Department. The petitioner shall agree to pay the service connection charge for each residence prior to installation of the new main for use when the main is complete. This purchase will not be required if the petitioner has previously purchased a meter for the address in the petition.

(b) A maximum of one hundred (100) linear feet of water main will be installed by Dekalb County for each petitioner without charge. If additional footage is required to serve all petitioners, the petitioners shall reimburse Dekalb County for any excess footage at the per-linear-foot charge of an eight-inch line based upon the actual estimated cost of construction. This sum shall be on a pro rata basis or in a specified amount for each petitioner listed on the petition with the total of the amounts specified equaling the total reimbursable cost. Pro rata costs shall be equally divided based on the total number of petitioners rather than on the length required to cover the frontage of each petitioner.

(c) Prior to submission of the petition, the petitioner shall be provided with cost data by Dekalb County for the total length of water main installation required. The petition shall be presented to Dekalb County at which time a preliminary design will be prepared by Dekalb County for the water main as submitted. If a water main larger than eight (8) inches is required to conform with plans for future water service, cost data shall be prepared for both the eight-inch and larger mains and Dekalb County shall bear the difference in cost at that time.

(d) The Department shall, before placing the petition on the agenda, coordinate with the Dekalb County Board of Health to ascertain whether any health hazards exist in the petition area that may be alleviated or corrected by the installation of the requested water main.

(e) This information shall be presented for consideration by the Dekalb County Board of Commissioners together with the petition and estimate of cost for review and decision.

(f) The Dekalb County Board of Commissioners may waive the provisions of this section at its discretion, particularly in those instances where the Board of Health has determined that a health hazard exists as a consequence of the use of private water supply systems.

Section 5: Developer requests for extension or replacement of water mains on existing roads

Developer requests for the extension or replacement of water mains on existing City or Dekalb County roads shall be processed as follows:

(1) In the event Dekalb County's plans for future water service call for a main to be installed larger than the size of the main required to supply the development, then Dekalb County may pay the difference in cost of the materials to install the size main required by Dekalb County. The comparison of material costs will be based upon Dekalb County's material cost for the larger pipe. Payment by Dekalb County will be made upon completion and satisfactory inspection of the work by Dekalb County and upon receipt of a maintenance bond equal to ten (10) percent of the cost of the construction of the water to ten (10) percent of the cost of the construction of the water facility. The developer may provide a letter of escrow or letter of credit acceptable to Dekalb County in lieu of the maintenance bond required in this section. An eight-inch main will be considered as the minimum size main required to supply a development of any size.

(2) Water main design shall be accomplished by Dekalb County water system engineers unless otherwise authorized by Dekalb County.

(3) When the developer completes his work in accordance with Dekalb County specifications and the work has been duly inspected by the water and sewer division of public works, the developer shall provide "as-built" drawings in accordance with Section 6(2) below and any required easements for the water main installation to Dekalb County.

(4) After the work has been completed and inspected to the satisfaction of Dekalb County, the developer shall provide a maintenance bond equal to ten (10) percent of the costs of the construction of such facilities. The developer may provide a letter of escrow or letter of credit acceptable to Dekalb County in lieu of the maintenance bond required in this section.

(5) The developer shall be required to maintain the water lines for a period of twelve (12) months. During this developer maintenance period, Dekalb County shall make inspections and instruct the developer by letter as to what corrections must be made, if any.

(6) At the end of the twelve-month developer maintenance period, Dekalb County shall make a final inspection and notify the developer and the bonding company, if any, of any corrections to be made. If the work is acceptable at this time, the maintenance bond, letter of escrow or letter of credit shall be released.

(7) If required corrections are not made within thirty (30) days of notice, Dekalb County shall have the authority to make these corrections at the expense of the bonding company. In cases where funds are being held under letter of credit or letter of escrow, the cost of making these corrections shall be drawn by Dekalb County from these funds, and the developer charged with any costs above the amount of such funds.

(8) Dekalb County shall have full authority to inspect, test and sterilize all water mains installed under this section.

(9) No use shall be made of such systems nor shall Dekalb County accept such systems until the developer has complied with all the requirements of this section and until satisfactory sterilization and tests have been completed by Dekalb County.

Section 6: Installation of water mains in residential subdivisions

Water mains installed in residential subdivisions shall be installed subject to the following conditions:

(1) Water mains shall be designed by Dekalb County.

(2) Installation shall be accomplished by a qualified contractor and shall be in accordance with latest Dekalb County specifications. Upon completion of the water line construction, an engineer, registered in the State of Georgia must provide a statement that the system, as installed, is in accordance with the approved plans and specifications.

(3) Dekalb County shall have full authority to inspect, test and require sterilization of all water mains. No use shall be made of such systems until satisfactory sterilization and test have been completed.

(4) If it is necessary to route the proposed water main through private property of the developer for circulation or supply purposes, the developer will provide Dekalb County with the required easements. Requests for water mains should be submitted to the Public Works Department after the development plat has been

approved by the City Community Development Department. A sepia drawing of the proposed development and a properly executed request form should be submitted in order that a layout and estimate of the cost may be prepared by Dekalb County. All known requirements for water to satisfy the underwriters, as well as the needs of the prospective occupants, should be stated to assist in the preparation of the layout and estimate.

Section 7: Installation of water mains in dedicated streets of residential, commercial, industrial developments

(a) Installation of water mains in dedicated streets of residential, commercial and industrial developments shall be installed under the following conditions:

(1) Water mains to serve the development shall be designed by Dekalb County.

(2) Installation shall be accomplished by a qualified contractor approved by Dekalb County and shall be in accordance with latest Dekalb County specifications.

(3) Dekalb County shall have full authority to inspect, test and require sterilization of all water mains. No use shall be made of such systems until satisfactory sterilization and tests have been completed.

(b) Installation of water mains in commercial/industrial developments in other than dedicated streets shall be in accordance with the policy concerning shopping centers and other similar developments.

(c) Requests for water mains should be submitted to the Department after the development plat has been approved by the City of Dunwoody Community Development Department. A sepia drawing of the proposed development and properly executed request form should be submitted in order that a layout and estimate of the cost may be prepared by Dekalb County. All known requirements for water to satisfy the underwriters, as well as the needs of the prospective occupants, should be stated to assist in the preparation of the layout and estimate.

Section 8: Installation of water mains in shopping centers, certain apartment and condominium developments, developments not dedicating streets to City

(a) Shopping centers, apartment and condominium developments of R-A5 or greater density, and similar developments which do not dedicate streets to the City shall be served by a master meter. In cases where fire protection is required to be installed, an eight-inch or larger fire line main may be served through an eight-inch or larger master meter and potable water service taken from the fire line main within the development. As an alternate to this, an unmetered fire line may be installed with a separate master-metered potable water service line. Exception to the requirement for the master meter may be made when, in the opinion of Dekalb County, conditions are such that the installation of

individual meters within the development would prove more feasible than serving the development by a master meter.

(b) Installation of an eight-inch or larger water main within developments shall be subject to the following conditions:

(1) Design of all lines six (6) inches and larger shall be approved by Dekalb County, and all materials used in construction of the water main shall be in accordance with Dekalb County specifications.

(2) All water main materials and labor shall be paid for by the developer, and installation shall be in accordance with Dekalb County specifications and by a qualified contractor.

(3) Dekalb County shall have the full authority to inspect, test and require sterilization of all water mains. No use shall be made of such water mains until satisfactory sterilization and tests have been completed.

Section 9: Purchase of materials for water system construction on private property

(a) A water system constructed on private property will not be accepted for maintenance by Dekalb County unless all water line and appurtenant materials required for the installation is inspected by Dekalb County prior to construction and are found to meet the material specifications published by the Water and Sewer division of the Dekalb County Department of Public Works.

(b) All water system construction on private property must be inspected by Dekalb County during construction before maintenance acceptance will be considered.

(c) Any planned water system construction considered as private by the owner during the permitting and development review stage of plans review by the City and Dekalb County will remain private unless subparagraphs (a) and (b) are complied with.

Division 3: Initiation, Connection and Termination of Service

Section 1: Application for service for all classifications

Persons desiring water service shall file application with the Department and sign a standard contract form prior to receiving service. Application shall be made in person by customer or agent. A prospective customer will be assigned to the proper user classification. Separate application is required for each classification of service desired. A completed application in the form prescribed by Dekalb County shall be received at least ten (10) days prior to service connection availability. The use of water service binds a person as if such person had signed a contract.

Section 2: Application for miscellaneous services

Written application for miscellaneous services shall be made to the Department, which shall prescribe uniform procedures and guidelines for initiation of such services. Miscellaneous services shall be scheduled in the order of approved application except in cases of emergency or requirement for financial participation by Dekalb County or the City of Dunwoody requiring approval of the Dekalb County Board of Commissioners and/or the Dunwoody City Council.

Section 3: New service connections

Where a service line does not exist to premises, Dekalb County shall tap the water main and install a service line, including meter, meter box and service cock. Service connection shall be made only by an authorized person. No contractor, plumber or other person shall tap any water main without written permission from Dekalb County. The customer at this point shall connect the plumbing to the water system. Only one (1) service line shall be provided per application. Service cocks shall be operated only by an authorized contractor or plumber making repairs on plumbing or waterlines, or by an authorized person.

Section 4: Existing connections

Where a service line exists, Dekalb County shall determine whether this service line is to be used or requires replacement. Where service line replacement is required, the application shall be charged as though it were a new service connection. Service connection shall be made as provided for a new service connection.

Section 5: Metering

(a) Definitions. For the purposes of this Article, certain terms and words are defined. Where words have not been defined, but are defined elsewhere in the City of Dunwoody Code, those words shall have the meaning as defined therein. The following words, terms, and phrases, when used in this section shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Apartment means one (1) or more rooms with a private bath and kitchen facilities comprising an independent self-contained residential unit in a building(s).

Condominium for the purposes of this section is defined in the same manner as it is defined in the City of Dunwoody Zoning Ordinance.

Master meter means a utility-owned meter that measures and totalizes the volume of water flowing from the water distribution system into a multifamily dwelling unit as that term is defined in the City of Dunwoody Zoning Ordinance, building piping system.

Newly constructed apartment means any structure for which a building permit for construction of an apartment is issued after June 1, 2008.

Newly constructed single-family dwelling or condominium means any structure for which a building permit for construction of a single-family dwelling or condominium is issued after June 1, 2008.

Separate water meter means a utility-owned meter that measures and totalizes the volume of water flowing from the water distribution system into a single family dwelling or condominium's piping system.

Single-family dwelling for the purposes of this section is defined in the same manner as it is defined in the City of Dunwoody Zoning Ordinance but also includes dwelling units on an individual lot attached to another dwelling unit by a common party wall, commonly referred to as a town house or town home.

Sub-unit water meter means water meters owned and managed by the property owner with a utility-owned master meter that bills for water service based on volume of use. Sub-unit water meters shall allow for the water use in each apartment to be tracked separately.

(b) Meters. All users except those classified as fire line users shall be metered. All meters shall be sized on the basis of expected volume of water usage. All meters, except sub meters, are part of the service line provided by Dekalb County and are the property of Dekalb County.

(c) Sub-unit water meters for newly constructed apartments. No water shall be furnished to any newly constructed apartment except through sub-unit water meters so that the water use in each apartment can be accurately tracked. Sub-unit water meters allow tenants to know how much water they use and may encourage wiser use of water. Water service however, shall be billed by Dekalb County on a master meter basis and the property owner and/or landlord is responsible for paying Dekalb County for all charges contained in such bills. The enactment of this section in no way prevents property owners and/or landlords from using sub-unit water meters to bill each tenant for actual water usage which will encourage wiser use of water by tenants in apartments.

(d) Separate water meters for single family dwellings and condominiums. No water shall be furnished to any newly constructed single-family dwelling or condominium except through separate water meters. Water service shall be billed by Dekalb County to the property owner based on individual unit water meters and each property owner is responsible for paying Dekalb County for all charges contained in such bills.

Section 6: Inspection of service connections

All plumbing or yard piping connections to a service line shall be subject to inspection by an authorized person prior to service connection. Refusal to allow inspection shall result in refusal of service until inspection is permitted. Inspection may include requirement that plumbing and piping plans be submitted where, in the Director's opinion, possibility of system contamination or cross-connection may result from service connection. In no case shall service connection be made until all inspection requirements are met.

Section 7: Refusal of service

Water service may be refused only for the following justifications; reapplication may be made where reasons are rectified:

(1) Refusal to allow entry. Where admittance to property for necessary work or inspection is not allowed, Dekalb County may refuse service.

(2) Damage to system by connection. Where in the opinion of Dekalb County connection will seriously reduce system pressure and fire protection, Dekalb County may refuse service.

(3) Remoteness from system. Where connection requires investment in transmission mains that would not be justified by likely revenues, Dekalb County may refuse service or require substantial cost sharing by the customer.

(4) Technical infeasibility. Where connection would require special pumps or other devices to effect service, Dekalb County may refuse service or require substantial cost sharing by the customer.

(5) Health hazard. Where connection could cause contamination of the system, Dekalb County may refuse service.

(6) Unpaid water bills. New connections or reconnections shall not be made until all previous financial obligations to the system have been met or resolved. This paragraph only applies to owner-occupied property.

(7) Fraudulent misrepresentation in application. If water service has been approved for a location, and thereafter it is determined that the application for the water service contained false or misleading information or omitted material facts, or that the water is being used in or upon the premises for purposes not set forth in the application made for the water service, then the water shall be shut-off by Dekalb County, and shall remain shut-off by Dekalb County, until the application for water service has been corrected to the satisfaction of Dekalb County or until all unauthorized use of water has ceased and any past due sums payable for the water service account have been fully paid to Dekalb County.

Section 8: Customer-requested termination

A customer shall give at least ten (10) days' notice of desire to terminate service to the Dekalb County Finance Director, who will advise the customer of approximate date. However, Dekalb County is not bound to terminate on a certain date. Service turnoff shall be done only by an authorized person.

Section 9: Termination due to violation of operation and maintenance procedures

(a) If Dekalb County determines that procedures established by Dekalb County for operating and maintaining the system are being violated by a user or other person, Dekalb County will give due notice as provided herein. If such violation continues, service to the responsible person shall be terminated and penal actions as provided herein may be taken.

(b) Assessments of all penalties shall be preceded by due notice, except in case of emergency requiring termination of service. Due notice shall be given by a certified letter, return receipt requested, mailed to the person presumed to be violating a section of this Article. This notice shall set forth remedial action required of that person, giving ten (10) days' time after receipt of due notice for remedial action to be completed. If Dekalb County determines after this period that the violation continues unremedied, the Director may recommend to the proper authorities that the presumed violator be cited for each day that the violation continues unresolved not including the ten-day period.

(c) When due notice is given for purpose of access for surveys or inspection, acknowledgement and agreement to allow entry shall be made within the same ten (10) days and no offense is presumed. Thereafter, Dekalb County may issue citations by certified letter for each day of violation now presumed only after issuing a second due notice for violation as outlined above.

Section 10: Termination due to improper usage

(a) The making of improper connections to the system endangering system integrity or possibly leading to system contamination shall be cause for immediate termination of service. Restoration of service after rectification of improper connection shall be treated as a reconnection. Improper usage not determined by Dekalb County to be of emergency potential shall result in termination after due notice is given.

(b) Assessments of all penalties shall be preceded by due notice, except in case of emergency requiring termination of service. Due notice shall be given by a certified letter, return receipt requested, mailed to the person presumed to be violating a section of this Article. This notice shall set forth remedial action required of that person, giving ten (10) days' time after receipt of due notice for remedial action to be completed. If Dekalb County determines after this period that the violation continues unremedied, Dekalb County may recommend to the proper authorities that the presumed violator be cited for each day that the violation continues unresolved not including the ten-day period.

(c) When due notice is given for purpose of access for surveys or inspection, acknowledgement and agreement to allow entry shall be made within the same ten (10) days and no offense is presumed. Thereafter, Dekalb County may issue citations by certified letter for each day of violation now presumed only after issuing a second due notice for violation as outlined above.

(d) Any person or user of the system who has been found to be in violation of mandatory water restrictions or mandatory water conservation policies as imposed by the Director shall first be issued a notice of violation. If the violation is not remedied within a specified reasonable time to be determined by the Director, a summons shall be issued for the violator to appear in recorder's court. If the person or user of the system continues to be in violation of mandatory water restrictions or mandatory water conservation policies thereafter, the continuing violation shall be cause for immediate termination of service. Restoration of service after rectification shall be treated as a reconnection.

Section 11: Violations and penalties

(a) Whenever the Director determines that a violation of this Article has occurred, the Director shall serve upon the violator a notice of violation. The notice of violation shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which have been violated, and state that, if the violation is not remedied within a specified reasonable time to be determined by the Director, a summons shall be issued for the violator to appear in the City of Dunwoody Municipal Court. The notice of violation shall set forth the potential penalty involved and the fact that each day the violation continues shall constitute a new and separate violation.

(b) If the violation has not been remedied within the time specified in the notice of violation, the Director shall issue a summons to the violator to appear in Municipal Court. The summons shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which have been violated, set forth the penalty if the violator is convicted of the violation, and state that each day the violation continues shall constitute a new and separate violation.

(c) Notwithstanding the foregoing, the Director may issue a summons to appear in Municipal Court or terminate connection to the water system without first issuing a notice of violation if, in the judgment of the Director, the violation constitutes a threat to the public health, safety, general welfare, or to the water system. Nothing in this code section shall limit the authority of the Director to take any action, including emergency action to terminate connection to the water system or any other enforcement action, without first issuing a notice of violation.

(d) Any person who shall do anything prohibited or fail to do anything required by the provisions of this Article shall be guilty of a violation of this Article and upon conviction in Municipal Court shall be subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code. Each day of violation is considered a separate offense and is subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code.

Section 12: Authority to write summons

The Director may designate authorized personnel of the Department to write summons to appear before a court pertaining to violations of this Article.

Division 4: Rates and Charges

Section 1: Generally

(a) All water system rates and charges shall be as established by Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners, upon recommendation by the Director.

(b) Procedures for revenue collection shall be established by the Dekalb County Finance Director.

Section 2: Classification of users

The following list of system users establishes classifications of service as a basis of charges:

(1) Single. All dwelling, commercial and industrial customers are in this classification who use all of the water supplied through a connection for any use besides fire protection.

(2) Fire line. A customer shall only use the connection applied for under this classification for fire protection.

(3) Combined potable and fire line. Any shopping center and/or other development served by a combination potable and fire line located outside the public right-of-way shall be classified as a combined potable and fire line user, where either of the following exists:

(A) A fire line main is served through a master meter with potable water service taken from that fire line main within the development.

(B) Potable water is taken from the fire line through multiple meters.

(4) Multiple. No multiple dwelling, commercial or industrial customers shall be on one (1) meter, except in case of apartments, shopping centers and office parks, where in the judgment of the Director multiple meters are impractical. Approved multiple category customers shall have one (1) meter per premises and shall be charged as single category users.

(5) Temporary. Temporary use permits shall be granted for periods not exceeding thirty (30) days. After permit expiration Dekalb County may, at its option, renew

the permit or assign the customer to a permanent classification. This service shall not be used for permanent installation.

(6) Flat rate. Any existing flat rate customers shall be changed to single or fire line as appropriate. There shall be no unmetered or flat rate customers except as provided under temporary and fire line classifications.

(7) Illegal. Any user who has not made application for service and received a service connection or whose service has been terminated or who uses a connection for purposes other than as provided in the user's assigned classification is an illegal user.

Section 3: Recurring charges

The following charges are set by Dekalb County and shall be billed on a recurring basis as continuing charges:

(1) Service. All classifications of users except fire line shall be billed a base charge for service availability, whether service is used or not. This charge shall be fixed on the basis of meter size. For combined potable and fire line users who provide a specific means of determining the requirements of the development, such as by the installation of private meters by the owner, the service charge shall be based on the number and size of private meters installed.

(2) Commodity. All classifications of users except fire line shall be billed a commodity charge in addition to a service charge on the basis of actual volume of water delivered at the single unit volume rate set by Dekalb County.

(3) Fire line. Fire line customers shall be billed for service availability on the basis of diameter of connection to system mains and number of fire hydrants on premises. If a building complex has establishments each with different owners, then the fire line charges will be prorated by the Director based on square footage protected. For combined potable and fire line users:

(A) Where fire hydrants are installed on private lines served through a master meter and/or where such lines serve building sprinkler systems, the owner will be billed for fire service availability on the basis of diameter of connection required to the system mains for fire protection only and on the number of hydrants. There will be no charge, however, for any hydrant which is determined by Dekalb County to be adjacent to and available to a public roadway. In addition, potable water readiness to serve charge will be based on the size line required for estimated average flow based on commodity billing as determined by Dekalb County.

(B) Where an owner elects to dedicate lines and rights-of-way outside the public road right-of-way in order to utilize multiple meters and where such

lines have hydrants installed or serve building sprinkler systems, the owner will be billed for fire service availability on the basis of diameter of connection required to the system mains for fire protection only and on the number of fire hydrants. There will be no charge, however, for any hydrant which is determined by Dekalb County to be adjacent to and available to a public roadway. If a building complex has establishments each with different owners, then the fire line charges will be prorated by Dekalb County based on square footage protected.

(4) Contract. Contract service is only by agreement. Billing shall be on the basis of a service charge plus metered volume of water delivered at the unit volume rate set by Dekalb County. Billing shall be at equal periods set by Dekalb County and not less than semiannually.

Section 4: Miscellaneous charges

(a) Certain noncontinuous services provided by the Dekalb County water system have set charges as designated by Dekalb County. Charges shall be reviewed from time to time to assure that they cover the cost of services.

(b) A charge shall be set by Dekalb County for installing a service line and meter based on the size of the meter. This charge shall apply to all classifications except fire line users.

Section 5: Special assessments

The following charges must be ascertained by the Director on a case-by-case basis reflecting exigencies involved:

(1) Damage. Dekalb County shall determine charges to be assessed against any person causing damage to any part of the water system.

(2) Unauthorized activity. Such actions include any connection to or tampering with the system without prior approval of Dekalb County. Charges assessed shall reflect Dekalb County's assessment of costs involved in inspecting such work or in taking remedial action. Additionally, persons involved shall be assessed such charges as would apply were the work preauthorized and shall be subject to other penalties.

(3) Replacement of improvements. Persons engaged in work affecting or connecting to the system shall bear the total cost of replacement of any improvements or for making such improvements whole again. These include, but are not limited to, grassing, embankments, pavement and base curbing to Dekalb County standards. After due notice, Dekalb County may elect to proceed with restorative work and charge the damaging person on a materials and force account basis.

(4) Service termination. A single charge shall be set for termination of service whether initiated by the customer or by Dekalb County. Customers relocating within the system service area must terminate old service and make new application.

(5) Reconnection fee. A charge shall be set for resumption of service to a customer where termination was due to failure to pay bills. New or relocated customers using an existing service line are charged under this paragraph. All previous bills shall be paid before a service reconnection will be made. This paragraph only applies to owner-occupied property.

(6) Meter testing. Dekalb County may periodically test all meters on its system. A customer may request a test to be made without charge.

(7) Tap fee. A fee shall be set by Dekalb County for providing a connection for a service line or water main to an existing or new water main. Fee shall be based on diameter of service line or water main to be connected to the tap.

(8) Inspection and sterilization. Dekalb County shall establish a list of charges for inspection and line sterilization which shall apply to various categories of construction, duly reflecting force and material requirements.

(9) Temporary use. Temporary use charges shall be set by Dekalb County on a case-by-case basis; such fees shall be no less than the sum of appropriate recurring charges and miscellaneous charges. Such temporary uses, whether connected to mains or fire hydrants, shall be metered. Fire hydrant connections shall also be approved by the Dekalb County Department of Fire and Rescue Services or, if the City has its own Fire Department, the City of Dunwoody Fire Department.

(10) Other services. For any services not falling within these definitions, Dekalb County may fix a charge on the basis of cost of labor and materials required.

Section 6: Revenue collections

(a) Payment. A meter reading of all water meters and fire line checks shall be made by Dekalb County on a regular basis. All bills are issued by and shall be paid to the Dekalb County Finance Department. Payment is due within ten (10) days of issuance and may be made by mail or in person at the address noted on the statement. Failure to receive the bill shall not relieve the customer of payment responsibility.

(b) Delinquent payment. Notice of delinquent payment shall require payment within ten (10) days of the date due. Service will be terminated after that period without notice. Failure to receive a bill shall not relieve a customer of payment responsibility.

(c) Excess payments and refunds. Excess payments for all customers shall be credited to the next billing unless service is terminated or written refund request is made.

(d) Liability of owner. When service is terminated to a rented premises, service may be restored to the premises upon request of a party, renter or owner, who is not personally liable for or who did not personally apply for water service previously and who was previously not delinquent in payment of the water bill at these premises.

(e) Estimated bills. Dekalb County may estimate bills in the case of a broken, inaccurate or inaccessible meter on the basis of previous billings, adding retroactive charges where appropriate.

(f) Contested charges. A customer may make written notice of an error in charges. In such cases the customer shall make payment equal to that portion of charges uncontested or equal to previous billing, whichever is larger, by payment due date. The Dekalb County Finance Director will review contested charges and adjust the next billing as appropriate. The customer may make written request for a hearing with the Director or the Director's representative if the review is unsatisfactory. Payment must be made for reviewed contested charges when due. Credit shall be made if findings are reversed by the Director, whose decision is final.

(g) Discounts. No discounts shall be made for payments due or for large volume use. Discounts in the form of credits or refunds may be made for change in meter sizes or charged materials returned to Dekalb County in satisfactory condition.

(h) Application fee. Any applicant for water or sewer service shall complete an application for service, shall provide Dekalb County with identification for billing purposes, and shall pay an application fee to Dekalb County. Application fees shall be set by Dekalb County.

Article II: Private Water Systems

Section 1: Generally

Private water systems and vendors shall be governed by all criteria in this Chapter relating to water purity, protection of supply and system sanitation, and shall be licensed by Dekalb County or its designee.

Section 2: Approval of plans

All plans for private water systems shall be prepared by a Dekalb County engineer and approved by Dekalb County prior to construction. Materials of construction shall meet minimum standards set by Dekalb County for the public water system.

Section 3: Connection to public water system

No connection shall be made between the Dekalb County water system and a private water system except by approval of Dekalb County. Such approved connections shall be metered and equipped with backflow prevention devices approved by Dekalb County and subject to all conditions of this Chapter.

Section 4: No County or City Warranty

By its regulation of private water systems and suppliers, neither Dekalb County nor the City assumes any liability for the purity of such water or for damages caused by operators of private facilities.

Article III: Sewers and Sewage Disposal

Division 1: Generally

Section 1: Definitions

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

Approval authority means the Environmental Protection Division of the Georgia Department of Natural Resources, Municipal Permitting Program.

Authorized person means a regular employee of Dekalb County or the City authorized to enforce the provisions of this Article. Authorized representative of the user:

(1) If the user is a corporation:

(A) The president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(B) The manager of one (1) or more manufacturing, production or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000.00) (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the user is a Federal, State or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

(4) The individuals described in paragraphs (1) through (3), above, may designate another authorized, representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Department.

BOD (biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at two hundred (200) centigrade, usually expressed as a concentration (e.g., mg/l).

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge of wastes from the drainage pipes within the walls of a building and conveys this discharge to the building sewer beginning ten (10) feet outside the inner face of the building.

Building sewer means the extension from the building drain to the public sanitary sewer system or other place of disposal.

Categorical Pretreatment Standard or *Categorical Standard* means any regulation containing pollutant discharge limits, promulgated by the federal EPA in accordance with Sections 307(b) and (c) of the Federal Clean Water Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405--471.

Categorical user means any significant industrial user that is subject to categorical pretreatment standards.

COD (chemical oxygen demand) means the amount of oxygen equivalent that the organic matter in a sample utilizes in the presence of a strong chemical oxidant (expressed in milligrams per liter).

Combined sewer means a sewer intentionally receiving groundwaters, surface waters, and stormwaters together with sewage.

Constituents means the combination of particles or pollutants which exist in wastes.

Control manhole means a manhole on or near a user's property used for sampling purposes through which the user's discharge to the sanitary sewer passes.

Department means the Public Works Department of Dekalb County or, where applicable, of the City of Dunwoody.

Designated area means any tract of land, parcel of land, subdivision or section of the City of Dunwoody which, by virtue of its topography or existing sanitary sewer facilities, can be treated as a unit. The Director shall be the sole judge as to the boundaries, limits, and extent of these areas, whether or not these areas abut present public roads.

Director means the Public Works Director or any of that person's authorized representatives.

Environmental Protection Agency or *Federal EPA* means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

Existing source means any source of discharge, the construction or operation of which commenced prior to the publication by the Federal EPA of proposed categorical pretreatment

standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Federal Clean Water Act.

Federal Clean Water Act or *Clean Water Act* shall mean the Federal Water Pollution Control Act, as amended, presently codified at 33 U.S.C § 1250 et seq., and all regulations adopted pursuant thereto.

Flammable means any material which is easily ignited and burns with unusual rapidity as defined by the National Fire Protection Association.

Flush toilet means the common sanitary flush commode in general use for the disposal of human excrement.

Garbage means putrescible animal and vegetable wastes resulting from the domestic and commercial preparation, cooking and disposing of food, and from the handling, storage and sale of produce, tin cans, glass containers and newspapers.

Georgia EPD or *EPD* means the Environmental Protection Division of the Georgia Department of Natural Resources.

Grab sample means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Indirect discharge or *discharge* means the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Federal Clean Water Act.

Industrial wastes means the liquid wastes and solid and gaseous materials contained therein, of whatever nature, arising out of any manufacturing, processing, fabricating, treating, renovating or any other commercial operation.

Inspection fee means the amount of money charged to the contractor or plumber for each inspection.

Instantaneous maximum allowable discharge limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate of the duration of the sampling event.

Interference means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, and therefore is a cause of violation of the county's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or thereunder, stringent regulations: permits issued or any more state or local Section 405 of the Federal Clean Water Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and

Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Lot of land means the smallest unit, owned by the same party or parties, into which any tract or parcel of land has been divided either by deed, plat or any other means of subdivision.

Medical waste means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

New source means:

(1) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Federal Clean Water Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(A) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(B) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(C) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does-not create a new building, structure, facility or installation meeting the criteria of section (1)(B) or (C) above but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(A) Begun, or caused to begin, as part of a continuous onsite construction program

(i) Any placement, assembly or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

(B) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this paragraph.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product or finished product.

Objectionable means unacceptable, unsatisfactory or displeasing to the physical senses.

Outlet means point of discharge into a watercourse, pond, ditch, lake, stream or other body of surface water or groundwater.

Pass through means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or their legal representatives, agents or assigns. This definition includes all federal, state and local governmental entities.

pH means a measure of the acidity or alkalinity of a solution, expressed in standard units.

Plumbing fee means that fee paid to Dekalb County for the issuance of a plumbing permit.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor).

Premises means building, house, store, plant or any other place where people live, work or congregate.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirements means any substantive or procedural requirement related to pretreatment on a user other than a pretreatment standard.

Pretreatment standard or *standards* means prohibited discharge standards, categorical pretreatment standards and local limits.

Priority pollutant means any contaminant in water which is identified as being toxic, carcinogenic, mutagenic, teratogenic or is chemically similar to compounds identified as such, by the Federal Environmental Protection Agency. The list includes one hundred twenty-nine (129) compounds and such other compounds as may be added from time to time, less any compound which may be deleted by the Federal Environmental Protection Agency.

Prohibited discharge standards or *prohibited discharges* means the absolute prohibitions against the discharge of certain substances.

Properly shredded garbage means the wastes from the preparation, cooking and dispensing of foods, which have been cut in such a way that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle larger than one-half (1/2) inch in any dimension.

Publicly owned treatment works or *POTW* means a "treatment works", as defined by Section 212 of the Federal Clean Water Act (33 U.S.C. § 1292) which is owned by Dekalb County. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Public sewer means a common sanitary sewer directly controlled by Dekalb County and approved by Dekalb County for use as a sanitary sewer.

Sanitary sewer means a pipe which carries sewage and by design excludes groundwaters, surface waters and stormwaters.

Septic tank means a subsurface impervious tank designed to temporarily retain sewage or similar waterborne wastes together with the following:

(1) A sewer line constructed with unperforated pipe, with sealed joints, connecting the impervious tank with a plumbing stub-out.

(2) A subsurface drainage field system consisting of piping and other materials producing drainage of the clarified discharge from the tank while distributing it underground to be filtered or absorbed.

Sewage means the water-carried wastes, including human excrement and grey water (household showers, dishwashing operations, etc.) from residences, business buildings and institutions.

Sewer means an artificial, usually subterranean, conduit to carry off sewage.

Sewer system and *sewerage* means all facilities for collecting, pumping, treating, transporting and disposing of sewage.

Sewer tap fee or *tap fee* means the service charge for making a connection to the sewer system.

Significant industrial user means:

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(A) Discharges an average of one hundred thousand (100,000) gallons per work month or twenty-five thousand (25,000) gallons per day of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(B) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(C) Is designated as such by Dekalb County or the City of Dunwoody on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(3) Upon finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, Dekalb County may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug load or *slug* means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards of this Chapter; or, any discharge in which the concentration of any given constituent exceeds, for any period longer than fifteen (15) minutes, five (5) times the average twenty-four-hour concentration of that constituent during normal operations.

Storm drain or *storm sewer* means a sewer which carries stormwaters and surface waters and drainage, excluding sewage and industrial wastes.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

Subdivision means any tract of land divided, planned or developed as a subdevelopment with two (2) or more residences, buildings or building sites.

Suspended solids means solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

Unsanitary means unclean, unhealthy or harmful to the public health.

User or *industrial user* means a source of indirect discharge.

Wastewater means the liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater discharge permit means a permit in the form prescribed by Dekalb County, which establishes the wastewater characteristics which a significant industrial user may contribute or cause to be contributed to the sewer system.

Wastewater treatment plant or *treatment plant* means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

Section 2: ***Reserved***

Section 3: Violations and penalties

(a) Whenever the Director of the Dunwoody Public Works Department, or, if designated by an intergovernmental agreement with Dekalb County, the Director of the Dekalb County Public Works Department, or their designee determines that a violation of this Article has occurred, the Director shall serve upon the violator a notice of violation. The notice of violation shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which

have been violated, and state that, if the violation is not remedied within a specified reasonable time to be determined by the Director, a summons shall be issued for the violator to appear in the Dunwoody Municipal Court. The notice of violation shall set forth the potential penalty involved and the fact that each day the violation continues shall constitute a new and separate violation.

(b) Notwithstanding the foregoing, the Director may issue a summons to appear in Municipal Court without first issuing a notice of violation if, in the judgment of the Director, the violation constitutes a threat to the public health, safety, general welfare, or to the sewer system.

(c) If the violation has not been remedied within the time specified in the notice of violation, the Director shall issue a summons to the violator to appear in Municipal Court. The summons shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which have been violated, set forth the penalty if the violator is convicted of the violation, and state that each day the violation continues shall constitute a new and separate violation.

(d) Nothing in this code section shall limit the authority of the Director to take any action, including emergency action or any other enforcement action, without first issuing a notice of violation.

(e) Any person who shall do anything prohibited or fail to do anything required by the provisions of this Article shall be guilty of a violation of this Article and upon conviction in Municipal Court shall be subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code. Each day of violation is considered a separate offense and is subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code.

Section 4: Authority to write summons

The Director may designate authorized personnel of the Department to write summons to appear before a court to answer questions pertaining to violations of this Article.

Section 5: Right to entry: inspection and sampling of industrial or commercial properties

The Director and other employees designated by the Director, bearing proper credentials and identification, shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the Director or his designees ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties.

(1) Where the user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable

identification, the Director or his designees will be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Director or his designees shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operation.

(3) The Director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated quarterly to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Director or his designees and shall not be replaced. The costs of clearing such access shall be borne by the user.

(5) Unreasonable delays in allowing the Director or his designees access to the user's premises shall be a violation of this Article.

(6) If the Director or his designees has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Article, or that there is a need to inspect and/or sample as a part of a routine inspection and sampling program designed to verify compliance with this Article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director may seek issuance of an inspection warrant from the Dekalb County Recorder's Court or other court of competent jurisdiction.

Section 6: Right of entry to inspect private properties

The Director and the Director's designated agents, bearing proper credentials and identification, shall be permitted to enter during reasonable working hours, except in the event of an emergency, all private properties through which Dekalb County or the City holds a duly negotiated easement for the purposes of, but not limited to, measurement, maintenance, observation, repair and sampling any portion of the sewage system lying within the easement. All entry and subsequent work on the easement shall be done in full accordance with the terms of the specific easement pertaining to the property involved. Specific permission is granted the Director and the Director's designated agents, upon proper notification, to enter all private properties for the purpose of surveying or inspecting the premises, or sampling or monitoring of wastewater. While working on private properties referred to in this section, all Dekalb County or City employees shall observe all safety rules applicable to the premises. The owner of the private properties shall not be held liable for injury to Dekalb County or City employees while on the owner's properties.

Dekalb County or the City, and its authorized agents and employees, may enter upon any lands in the City for the purpose of making such surveys, soundings, drillings, and examinations as Dekalb County or the City may deem necessary or desirable to accomplish the purposes of planning and engineering sewer system improvements; and such entry shall not be deemed a trespass nor shall it be deemed an entry which would constitute a taking in a condemnation proceeding, providing that reasonable notice of such entry shall be done in a reasonable manner with as little inconvenience as possible to the owner or occupant of the property, and Dekalb County or the City, depending on which governmental unit's effected such entry, shall make reimbursement for any actual damages resulting from such entry.

Section 7: Inspection warrants

The Director, in addition to other procedures provided, may obtain an inspection warrant for the purpose of inspection or investigation of conditions relating to the enforcement of this Article, compliance with the terms of any permit, or observation, measurement, sampling or testing with respect to any federal or state regulation, and periodic investigations in accordance with the provisions of this Article.

(1) Inspection warrants may be issued by a court of competent jurisdiction when the issuing judge is satisfied that the Director has established by oath or affirmation that the property to be inspected is to be inspected as a part of a legally authorized program of inspection that includes the property or that there is a condition, object, activity, or circumstance which legally justifies such an inspection of the property.

(2) An inspection warrant will be validly issued only if it meets the following requirements:

(A) The warrant is attached to the affidavit required to be made in order to obtain the warrant.

(B) The warrant describes, either directly or by reference to the affidavit, the property upon which the inspection is to occur and is sufficiently accurate that the executor of the warrant and the owner or occupant of the property can reasonably determine from it the property for which the warrant authorizes an inspection.

(C) The warrant indicates the conditions, objects, activities or circumstances which the inspection is intended to check or reveal.

(D) The warrant refers, in general terms, to the Code provisions sought to be enforced.

Section 8: Discontinuance of water services for nonpayment of sewer bill

(a) This section only applies to owner-occupied property. The policy of discontinuing the furnishing of water at any meter service where there is a delinquent sewer bill after the occupant of the premises has been notified of the delinquency and has failed to remove the delinquency by payment of the bill is continued in full force and effect.

(b) Where there remains a delinquent sewer bill at any meter service after the occupant of the premises thereof has been notified by the inclusion of the amount of the past due bill in a current water bill or a separate bill and given an opportunity to pay the bill and refuses to promptly pay it, water service to this meter service shall be discontinued regardless of whether the bill remaining delinquent was incurred by a prior owner or occupant of the premises, and water shall not again be supplied to this building, place or premises through the Dekalb County Water System until the arrears are fully paid.

(c) Upon the failure or refusal of the owner or occupant to pay the delinquent sewer bill, the Department shall remove the meter serving the premises, and service shall not be restored to the premises until a fee for installation of a new meter has been paid in advance. Such fee shall be a fee in the amount established by action of Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners.

Section 9: Mandatory connections to public sanitary sewer

(a) The owner of all houses, buildings or properties used for human occupancy, employment, recreation and other such purposes, located within the geographic boundaries of the City of Dunwoody and abutting on any street, alley or right-of-way in which there is now located a public sanitary sewer, is required to install, at the owner's expense, suitable toilet facilities, and to connect such facilities directly to the public sanitary sewer. In accordance with the provisions of this Article, the owner has twenty-four (24) months after the date of official notice to accomplish this, provided that the public sanitary sewer is within one hundred (100) feet of the property line.

(b) Exceptions to the provisions of subsection (a) of this section may be granted by the City upon application.

Section 10: Private sewage disposal facilities generally

Except as specifically permitted by this Article or by the Dekalb County Board of Health, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other similar facility intended or used for the disposal of sewage.

Section 11: Discharge of untreated sewage or polluted waters

It shall be unlawful to discharge to any outlet or to any portion of the public storm drain system, or to any natural stream within the geographic boundaries of the City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with

provisions of this Article. Nothing in this section shall be construed to require the City or Dekalb County to treat the outflow from the public storm drain system.

Section 12: Deposit of objectionable waste on public or private property

It shall be unlawful for any person to place, deposit or permit the deposit of, in any unsanitary manner, human or animal excrement, garbage or objectionable wastes on any public or private property within the geographic boundaries of the City.

Section 13: Nonavailability of public sanitary sewer

Where a public sanitary sewer is not available, the building sewer shall be connected to another means of sewage disposal. The private sewage disposal system must comply with all applicable regulations of the Department, the Dekalb County Board of Health, and the Georgia Department of Human Resources. Unless specific exceptions are made, a private sewage disposal facility in the City shall consist of an approved septic tank.

Section 14: General prohibition

It shall be a violation of this Article for any person to maliciously or negligently break, damage, destroy, deface or tamper with any part of the sewer system.

Section 15: Severability

If any term, requirement or provision of this Division or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Division or the application of such terms, requirements and provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, requirement or provision of this Division shall be valid and be enforced to the fullest extent permitted by law.

Division 2: Sewer Construction and Assessments

Section 1: Compliance with agreements

The operation of the sanitary sewer system shall remain in compliance with all sanitary sewer usage agreements between Dekalb County and the City, as well as between Dekalb County and other counties, municipalities and agencies.

Section 2: Sanitary sewer main extensions

(a) The Dekalb County sanitary sewer main extension policy shall apply to the extension or replacement of existing sanitary sewer mains on existing City roads or other dedicated rights-of-way to serve new developments. The City hereby adopts the Dekalb County sanitary sewer main extension policy by reference as it currently exists and as it may be

amended in the future. A developer may request the application of this policy if a project site is not adjacent to an existing main or the existing main is inadequate to serve the proposed development.

(b) The developer may apply for pre-approval of the sewer main extension application with the understanding that such reimbursement shall be made only after the developer has complied with all the requirements of this section. Conversely, the developer may apply for reimbursement after complying with all the requirements of this section and such reimbursement shall be made on approved applications if funds are available for that purpose. Approval of all application requests shall be within the sole discretion of Dekalb County or, if designated by agreement, the City.

(c) Sanitary sewer mains approved and installed under this section shall be subject to the following conditions:

(1) All materials shall meet the specifications of Dekalb County's Department of Public Works, Water and Sewer Division.

(2) A sanitary sewer main design shall be prepared by and furnished to Dekalb County or, if designated by agreement, the City by a registered professional engineer licensed by the State.

(3) The developer shall contract for the installation of the sewer lines and shall furnish Dekalb County a copy of the contract. When the work has been completed according to the specifications and duly inspected by Dekalb County or its designee, the developer shall provide "as-built" drawings and any required easements of the sewer main installation to Dekalb County or, if designated by agreement, the City. As-built drawings shall be completed under the direction of an engineer/land surveyor licensed in the State of Georgia and sealed.

(4) After the work has been completed and inspected to the satisfaction of Dekalb County and, if designated, the City, the developer shall provide a maintenance bond equal to ten (10) percent of the costs of the construction of such facilities. The developer may provide a letter of escrow or letter of credit acceptable to Dekalb County in lieu of the maintenance bond required in this section.

(5) After receiving the maintenance bond, letter of escrow or letter of credit, Dekalb County shall reimburse the developer a sum equivalent to fifty (50) percent of the cost of the sewer main materials required to supply the proposed development. An eight-inch main will be considered as the minimum size main required to supply a development of any size. In the event Dekalb County's plans for future sewer service call for a sewer main to be installed larger than the size of the main required to supply the development, then Dekalb County may:

(A) If the size of sewer main planned by Dekalb County is fifteen-inch or smaller, pay the difference in cost of the materials to install the size main required by Dekalb County plans.

(B) If the size of sewer main planned by Dekalb County is greater than fifteen-inch, pay the difference in both the cost of labor and materials to install the size main required by Dekalb County plans.

(6) The developer shall be required to maintain the sanitary sewer lines for a period of twelve (12) months. During this developer maintenance period, Dekalb County shall make inspections and instruct the developer by letter as to what corrections must be made, if any.

(7) At the end of the twelve-month developer maintenance period, Dekalb County shall make a final inspection and notify the developer and the bonding company, if any, of any corrections to be made. If the work is acceptable at this time, the maintenance bond, letter of escrow or letter of credit shall be released pursuant to Dekalb County policy.

(8) If required corrections are not made within thirty (30) days of notice, Dekalb County shall have the authority to make these corrections at the expense of the bonding company. In cases where funds are being held under letter of credit or letter of escrow, the cost of making these corrections shall be drawn by Dekalb County from these funds, and the developer charged with any costs above the amount of such funds.

(9) Dekalb County shall have the full authority to inspect and test all sanitary sewer mains installed under this section.

(10) No use shall be made of such systems nor shall Dekalb County, or the City, accept such systems until the developer has complied with all the requirements of this section and until satisfactory tests and inspections have been completed.

(11) In calculating Dekalb County participation for material costs, the maximum material costs considered will be Dekalb County's contract price for like material.

(d) Private sanitary sewer extensions will not be accepted for maintenance by Dekalb County unless materials used for installation are inspected and approved by Dekalb County prior to construction and are found to meet Dekalb County specifications and unless the installation was inspected by Dekalb County during construction.

Section 3: Submission of petition

(a) Whenever the owners, as listed on the latest ad valorem tax digest, of fifty-one (51) percent or more of the property within any designated area petition Dekalb County for sewer facilities, and this action requires the laying of a lateral sewer, the petition shall be

filed with the Department. The petition shall be examined to see if the signatures are valid and if it sufficiently describes the services required. Then Dekalb County shall initiate, per its adopted policies, a preliminary engineering survey to make sure that the proper designated area is described. Cost for construction and engineering services are also estimated at this time. The petition would then be advertised and a public hearing would be held before the Dekalb County Board of Commissioners. If Dekalb County approves the petition, construction will be programmed.

(b) All assessments against property and the owners thereof for the construction of sewers shall be liens upon the property by Dekalb County or, if designated by agreement, the City from the date of adoption of the resolution authorizing the construction of the sewer lines.

Section 4: Public hearing; public notices

(a) When a petition for the construction of a sanitary sewer line has been filed on behalf of a person or when a recommendation for construction has been made by the head of any board or department of Dekalb County or the City, then a public hearing will be held before the Dekalb County Board of Commissioners. The Department shall notify the Dekalb County Board of Commissioners of the impending petition. The Department shall then give notice to all persons concerned by publication of a notice pursuant to Dekalb County policy for placing notices of public hearings for a period of at least twenty (20) days prior to the hearing. The notice shall state the date and location of the proposed public hearing and shall give a general description of the proposed sanitary sewer construction.

(b) All owners of property abutting the proposed sanitary sewer line who shall be assessed for the cost of construction shall be notified in writing by Dekalb County at least twenty (20) days prior to the hearing. All notices pursuant to this section shall be addressed to the owners listed on the latest ad valorem tax digest of Dekalb County at the addresses indicated.

Section 5: Notification of abutting property owners of public hearing

In addition to the published notice of a public hearing on a petition for sanitary sewer construction, all owners of property abutting the proposed sanitary sewer line who shall be assessed for the cost of construction shall be notified in writing by the Department at least twenty (20) days prior to the hearing. All notices pursuant to this section shall be addressed to the owners listed on the latest Dekalb County ad valorem tax digest at the addresses indicated. The records of Dekalb County showing evidence of the mailing of the notices shall be prima facie evidence, and failure of the owner of any property concerned to receive a notice shall in no way affect the validity of the proceedings or the assessment. The purpose of this written notice is to furnish the owner with an additional statement of the public hearing.

Section 6: Conduct of hearing

At the hearing provided for in this Division, any person whose property or interests are affected by the proposed sanitary sewer may appear before the Dekalb County Board of Commissioners, in accordance with the Dekalb County rules for same. The decision of Dekalb County with respect to the approval or rejection of the proposed sanitary sewer shall be final and conclusive. Any decision by Dekalb County in favor of the construction will indicate a public need for the sanitary sewer, and this shall make all matters pertaining to the construction of the sanitary sewer and the assessment of costs against the abutting property owners legal and binding.

Section 7: Procedures after plans and specifications received

When Dekalb County has received plans, specifications and necessary engineering data, Dekalb County will determine the names of all property owners affected and procure the necessary right-of-way for construction of the sanitary sewer line as specified. Before final approval of any plans, Dekalb County will also ensure that sufficient stub-out connections are designated to adequately serve the territory affected.

Section 8: Performance of construction

All sanitary sewers will be constructed by Dekalb County or by such contractors as Dekalb County may designate from time to time. All sanitary sewer construction performed by a private contractor shall be guaranteed against defects in contractor-supplied material and workmanship for a minimum period of one (1) year from the final inspection date. Construction will be under the supervision of Dekalb County.

Section 9: Assessments generally

(a) After the construction of a sanitary sewer line has been completed, the Department shall make up an assessment roll properly describing the sanitary sewer line and containing the names of all owners of abutting property. Each owner's property abutting the sanitary sewer shall be correctly described as it pertains to the construction. The cost of the sanitary sewer shall then be shared among the various property owners on a prorated basis depending on the number of linear feet each has abutting the sanitary sewer line. The actual assessment shall be calculated using a value in dollars and cents per linear foot based on the average cost for construction of all petitioned sanitary sewer lines in Dekalb County the previous year. Assessment rates will be approved by Dekalb County on an annual basis.

(b) The minimum assessment shall be for sixty-five (65) feet, whether or not a sanitary sewer line has to extend that distance to service a property or not.

Section 10: Assessment computations; double-frontage lots, owners previously assessed, residences not totally served by gravity sewer

(a) Whenever a tract of land abuts a sanitary sewer line on both the front and the rear, and the tract of land cannot be subdivided into two (2) or more separate lots fronting each of the abutting sewers, then the property shall be assessed only for the side with the greater frontage.

(b) Several considerations shall be made before determining whether or not a tract of land can be subdivided. If the topography of the land makes it impractical to construct a building on one (1) of the lots, or to provide sanitary sewer service to one (1) of the lots, then the tract of land is not suitable for subdivision.

(c) Property owners who have contributed to the cost of existing sanitary sewers, whether by private contract, the original subdivisions or previous Dekalb County assessment, shall be exempted from current assessment. However, if property owners or previous owners did not contribute to the construction cost of existing sanitary sewers, they shall be assessed in the same manner as any other abutting property owner.

(d) When all floor levels of a residential unit are not served by the sewer by gravity, then the property will be assessed a percentage of the total assessment equal to a percentage of the total number of fixtures in a house or building that are actually served by the sewer main by gravity.

Section 11: Assessment of corner property

Corner property shall be assessed under this Division in the following manner:

(1) Where the sanitary sewer abuts the property only on the front, the property shall be assessed for the amount of frontage.

(2) Where the sanitary sewer abuts the property on both the front and side, the property shall be assessed for the frontage; the first one hundred fifty (150) feet of the side abutting shall be exempted from assessment; the next one hundred (100) feet of the side abutting shall be subject to assessment; and the remainder of the side abutting beyond two hundred fifty (250) feet shall be treated as outfall sewer and not assessed.

(3) Where the sanitary sewer abuts the property on the side only, the property shall be assessed for the frontage; the first one hundred fifty (150) feet abutting on the sides shall be exempted; the next one hundred (100) feet of the sides abutting shall be subject to assessment; and the remainder of the side abutting beyond two hundred fifty (250) feet shall be treated as outfall sewer and not assessed.

(4) Where the sanitary sewer abuts property that is pie-shaped or has an unusual frontage and that frontage is greater than the largest normal-shaped and assessed

property, the property will be assessed for the same number of front feet as the largest, normal-shaped assessable property in the petitioned area. Dekalb County shall have the responsibility for determining what properties are to be considered pie-shaped or unusual.

Section 12: Outfall sewers

(a) In this section, "outfall sewer" means a section of sanitary sewer line, either in a public street or across private property, which normally does not provide direct service to the abutting property. Usually the outfall sewer is a section of a trunk sewer providing service to several street sanitary sewers serving properties and its cost is not included in the assessment rate. However, when an outfall does provide direct service to the abutting property, the cost of constructing the outfall shall be assessed against the abutting property owners.

(b) Property owners desiring connection to outfall sewers may do so with concurrence of the Director and shall pay an assessment based on the current year linear foot rate prior to their obtaining a sewer connection permit.

(c) Exceptions to the provisions of this section may be granted by the Department upon application.

Section 13: Payment of assessments

Whenever a sanitary sewer line has been constructed in accordance with this Division and the cost thereof has been assessed against the benefiting property, then the respective owners shall be notified of the assessment and they shall be required to pay in cash, within sixty (60) days, to the Dekalb County Finance Department, pursuant to the intergovernmental agreement with the City, the amount of the assessment. If the amount of the assessment causes a financial burden on the owner, then the owner may extend the assessment and pay it in annual installments. However, no less than one-fifth of the total assessment shall be paid within sixty (60) days after notification.

Section 14: Extension of payments

If the property owner requires an extension in the payment of an assessment under this Division, then the owner must execute in writing an extension agreement with Dekalb County stating that the owner shall pay a twenty-percent down payment and, in a maximum of four (4) equal annual installments, the amount of the assessment, less the cash down payment put forth on the due date. The extension agreement must be executed on or before the due date of the assessment. In the agreement, the owner must acknowledge the fact that throughout, the extension remains legal and valid, and all liens remain in force. The unpaid portion of the assessment shall bear interest at a rate specified by the Dekalb County Code. Interest charges shall be assessed from the due date and shall be included in the installments. The agreement shall be negotiable in form, and Dekalb County will reserve the right to transfer or assign it to third

parties. If ever the owner defaults in the payment of any installment, then the entire assessment shall immediately become due and payable.

Section 15: Executions for failure to pay

Should the owner of any property against which a sanitary sewer assessment has been levied fail to execute a payment extension agreement as provided in this Article, or fail to pay the assessment in cash within sixty (60) days, or fail to pay the remainder of the assessment after default on extension, then an execution shall be issued in rem against the property and in personam against the owner in the name of the Dekalb County Board of Commissioners. The execution shall be recorded on the general execution docket in the office of the Clerk of the Dekalb County superior court and shall include sums to cover principal, interest and administrative costs. All adjoining property owned by the same party or parties shall be covered in the execution.

Section 16: Assessments to be liens

All assessments against property and the owners thereof for sanitary sewer construction shall be liens upon the property from the date Dekalb County authorizes construction. All assessments shall be posted in an improvement docket and kept on file with the Dekalb County Finance Department. Properties assessed shall be described in the docket in a manner sufficient to identify them with the section of the sanitary sewer they abut.

Section 17: Assessments after previous exemptions

(a) The Department may grant property abutting sanitary sewer lines an exemption from assessment. Often this occurs when private property is used, through negotiation of an easement, in the laying of a sanitary sewer line. Property thus exempted can be connected to the sewerage system at any future date without being liable for assessment.

(b) If, however, the property was exempted for another reason, such as the elevation of the property, and it is improved at a later date to a condition whereby sanitary sewer service can be attained and is required, then, if this occurs within twenty-five (25) years after the completion of the sanitary sewer, the property is subject to assessment under the provisions of this Division. If the improvement occurs more than twenty-five (25) years after construction, the property may not be assessed.

Section 18: Service connections

(a) After sanitary sewer lines have been constructed and tied into the Dekalb County sewerage system, each abutting property owner who has contributed to the costs of construction through assessment may desire a service connection. To make such a connection, the property owner shall hire, at the owner's expense, a plumber or contractor to lay pipe from the building drain to the stub-out provided. Before this service line can be connected to the sanitary sewer, the owner shall secure a permit from Dekalb County by paying a plumbing fee and a sewer tap fee. If the service line then passes the

inspection criteria of Dekalb County, the owner may have it connected into the sewerage system.

(b) When no stub-out or other means of connection is provided so as to service the building drain, it shall be the responsibility of Dekalb County to provide a stub-out for the property owner at no cost if the property owners, present or past, have contributed to the cost of the existing sewer either by the original subdivision or by Dekalb County assessment.

(c) When a property owner desires connection to the sewerage system after construction of the sanitary sewer line, and no owner of the property has contributed to the costs of constructing the sanitary sewer line, the owner must pay a proportionate cost of construction based on the current year linear foot rate prior to obtaining a sewer connection permit.

Division 3: Building Sewers and Connections

Section 1: Applications for building sewer permits

Applications for building sewer permits shall be supplemented by plans, specifications and other information considered pertinent to the issuance of a permit. At the time the application is filed, a plumbing and inspection fee in an amount established by Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners, shall be paid to Dekalb County. Installations and their respective tapping fees, as set by Dekalb County, shall be placed in one (1) of two (2) categories, residential or nonresidential. Proposed nonresidential discharges which meet the definition of significant industrial user shall also obtain a wastewater discharge permit as described in Division 4 of this Article. Nonresidential development has the option of requesting a recalculation of the tap fee based on actual water consumption after the first year of occupancy in a new building.

Section 2: Separate building sewer for each building

A separate and independent building sewer shall be provided for every building. An exception is made where one (1) building stands at the rear of another on an interior lot and no private sanitary sewer is available or can be constructed to the rear building through an adjoining alley, courtyard or driveway; then, the building sewer from the front building may be extended to the rear building and the whole system considered one (1) building sewer.

Section 3: Old building sewers in new buildings

Old building sewers may be used in connection with new buildings only when they are found, upon examination and test by Dekalb County, to meet all requirements of this Article.

Section 4: Location of building sewer and building drain

Unless otherwise authorized in writing by the Department, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which a building drain is too low to permit gravity flow to the public sanitary sewer, sewage carried by this drain shall be lifted by an approved sewage ejector to a height to permit gravity flow. All sewage ejector installations shall be approved by Dekalb County.

Section 5: Owner to bear installation, connection costs

The owner shall bear all costs and expenses incident to the installation and connection of the building sewer. The owner shall compensate Dekalb County for any loss or damage that may have occurred to the public sanitary sewer as a result of the installation of the building sewer.

Section 6: Conformity to Dekalb County specifications

The size, slope, alignment and materials used in constructing a building sewer; the methods used in excavating, placing of the pipe, and backfilling of the trench; and the testing of the pipe shall all conform to the specifications, guidelines and other applicable rules of Dekalb County.

Section 7: Connection of building sewer into public sewer

(a) The connection of the building sewer into the public sanitary sewer shall conform to the requirements and regulations of Dekalb County. All connections shall be made gastight and watertight. Any deviation from specified procedures must be approved in writing by the Department before installation.

(b) An applicant for a building sewer permit shall notify the Department when the building sewer is ready for inspection and connection to the public sanitary sewer. Service shall not be instituted until the plumbing fee and sewer tap fee are paid and the connection is approved. Excavations necessary for the accomplishment of the connection shall be adequately guarded with barricades and lights, so as to protect the public from hazard. All excavations greater than five (5) feet deep shall be covered when excavation is not being conducted. Streets, sidewalks, parkways and other public property disturbed in the course of work shall be restored at the owner's expense, in compliance with Dekalb County specifications.

Section 8: Connection of surface runoff and groundwater sources to public sewer

Connection, directly or indirectly, of roof downspouts, exterior foundation drains, area drains or other sources of surface runoff is not permitted to a building drain or building sewer connected to a public sanitary sewer. Existing connections of these items to a building sewer shall be disconnected when the building sewer is connected to the public sanitary sewer system.

Section 9: Connecting to public sewer without paying fees or obtaining permit

It is unlawful to connect to the public sanitary sewer without payment of the prescribed fee and without a permit. If such a sewer connection is made, a current sewer tap fee, the fee at the time the connection was discovered, will be assessed; back sewer use charges will be made and interest at the rate specified in Chapter 2 of the Dekalb County Code will be charged.

Section 10: Maintenance and repair responsibility for building sewer service connections to public sanitary sewer system

The property owner shall be responsible for maintenance and repair of building sewer service connections to the public sanitary sewer system on private property. DeKalb County will be responsible for maintenance and repair of building sewer service connections within City or Dekalb County street rights-of-way and sanitary sewer easements.

Division 4: Wastewater Discharge Permits

Section 1: Wastewater discharge permit required

All significant industrial users connected to, proposing to connect to or otherwise contributing to the POTW shall obtain a wastewater discharge permit. Proposed new significant users shall apply at least ninety (90) days prior to connection to the sewer system and shall obtain such permit prior to contributing to the system.

(1) The Director may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this Division.

(2) The Director may deny permission to discharge or condition discharges from new, increased or significantly changed contributions from any industrial user, significant or otherwise, located within the City or in outside jurisdictions discharging to Dekalb County's POTW.

(3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this Division and subjects the wastewater discharge permittee to the sanctions set out in this Division. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements, or with any other requirements of Federal, State and local law.

Section 2: Application

Users required to obtain a wastewater discharge permit shall complete and file with the Department an application in the form prescribed and furnished by Dekalb County and accompanied by a fee in the amount established by Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners.

Section 3: Compliance with all applicable regulations

Wastewater discharge permits shall be subject to all provisions of this Article and all other applicable regulations, user charges and fees established by Dekalb County.

Section 4: Permit contents

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal and protect against damage to the POTW.

(1) Wastewater discharge permits must contain:

(A) A statement that indicates wastewater discharge permit duration, which in no event shall exceed three (3) years;

(B) A statement that the wastewater discharge permit is nontransferable, except as defined in Section 5 of this Division;

(C) Effluent limits based on applicable pretreatment standards;

(D) Self monitoring, sampling, reporting, notification and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency and sample type based on Federal, State or local law;

(E) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State or local law.

(2) Wastewater discharge permits may contain, but need not be limited to, the following:

(A) Limits on the rate of discharge, time of discharge and/or requirements for flow regulation and equalization;

(B) Requirements for the installation of pretreatment technology, pollution control or construction of appropriate containment devices designed to reduce, eliminate or prevent the introduction of pollutants into the treatment works;

(C) Requirements for the development and implementation of accidental discharge/slug control plans or other special conditions including

management practices necessary to adequately prevent accidental, unanticipated or non-routine discharges;

(D) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(E) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(F) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

(G) Other conditions as deemed appropriate by the Director to ensure compliance with this ordinance and State and Federal laws, rules and regulations.

Section 5: Expiration and renewal

Wastewater discharge permits shall be issued for a specified time period, not to exceed three (3) years. The user shall apply for permit reissuance a minimum of one hundred twenty (120) days prior to the expiration of the user's existing permit. If no new local, State or Federal pretreatment requirements are impending on the user and the user has had no violation of the existing permit, the permit shall be renewed for a time period at least equal to the existing permit. All other expiring permits shall be reviewed and revised or renewed as determined by the Director. Should a timely applied for permit expire before issuance of a new permit by Dekalb County, the existing permit shall continue in force until the new permit is issued.

Discharge permits are issued to a specific user for a specific operation and normally are not transferable to any succeeding user or the current user for a new operation. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

(1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing wastewater discharge permit. Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Section 6: Reporting requirements

(a) Baseline monitoring reports.

(1) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in paragraph (b) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Director a report which contains the information in paragraph (b) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the following information:

(A) *Identifying information.* The name and address of the facility including the name of the operator and owner.

(B) *Environmental permits.* A list of any environmental control permits held by or for the facility.

(C) *Description of operations.* Brief description of the nature, average rate of production and standard industrial classifications of the operation(s) carried out by the user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated process.

(D) *Flow measurement.* The measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams.

(E) *Measurement of pollutants.*

(i) The categorical pretreatment standards applicable to each regulated process.

(ii) The results of sampling and analyses identifying the nature and concentration of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations shall be reported. The sample shall be representative of daily operations and shall be analyzed in

accordance with procedures set out in Section 11 of Division 5 of this Article.

(iii) Sampling must be performed in accordance with procedures set out in Section 11 of Division 5 of this Article.

(F) *Certification.* A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and. requirements.

(G) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional treatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

(H) *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with Section 7 of this Division.

(b) Compliance schedule progress reports. The following conditions shall apply to the compliance schedule required by subsection (a)(2)(G) above:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards;

(2) No increment referred to above shall exceed nine (9) months;

(3) The user shall submit a progress report to the Director no later than fourteen (14) days following each date in the compliance schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay and, if appropriate, the steps being taken by the user to return to the established schedule.

(4) All compliance schedule progress reports must be signed and certified in accordance with Section 7 of this Division; and

(5) In no event shall more than nine (9) months elapse between such progress reports to the Director.

(c) Report on compliance with categorical pretreatment standard deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment

standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Director a report containing the following information: flow measurements; measurement of pollutants; and the certification statement, as described in subsection (b) above, the baseline monitoring report. All compliance reports must be signed and certified in accordance with Section 7 of this Division.

(d) Discharge monitoring reports (self-monitoring reports). All significant industrial users shall, at a frequency determined by the Director and specified in the wastewater discharge permit but in no case less than twice per year, submit a report on the nature and concentration of pollutants in the discharge which are limited by pretreatment standards, and the measured daily flows for the reporting period. All discharge monitoring reports must be signed and certified in accordance with Section 7 of this Division.

(1) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(2) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Director, using the procedures prescribed in this Division, the results of the additional monitoring shall be included in the report.

(e) Notice of violation/repeat sampling and reporting. If sampling performed by a user indicates a violation, the user must notify the Director's designee as identified in the wastewater discharge permit within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analyses and submit the results of the repeated testing to the Director within thirty (30) days of becoming aware of the violation. The user is not required to resample if the Department monitors at the user's facility at least once a month, or if the Department samples between the user's initial sampling and when the user receives the results of that sampling.

(f) Reports of changed conditions. Each user must notify the Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change.

(1) The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 2 of this Division.

(2) The Director may issue a wastewater discharge permit under Section 1 of this ordinance or modify an existing wastewater discharge permit under section 25-246 of this division in response to changed conditions or anticipated changed conditions.

(3) For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty (20) percent or greater, and the discharge of any previously unreported pollutants.

Section 7: Signatories and certification

All wastewater discharge permit applications and user reports (Section 6 of this Division) must be signed by an authorized representative of the user and contain the following certification statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Section 8: Record keeping

Users subject to the reporting requirements of this Division shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this division and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, time of sampling, and the name of the person(s) taking the samples; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the county, or where the user has been specifically notified of a longer retention period by the Director.

Section 9: Appeals

(a) Any user may appeal an altered or new permit condition or alleged violation of a current permit condition to the Department. Such appeal must be received within thirty (30) workdays. The Department shall schedule an appeal review meeting within thirty (30) days to discuss the appealed condition of this division or wastewater discharge permit and corrective or remedial action to be taken.

(b) If the user and the Department can agree to appropriate corrective remedial or preventive measures, such measures and a reasonable compliance schedule shall be incorporated as a supplemental condition of the user's wastewater discharge permit. If an agreement is not reached through the conciliation process, the Department shall refer the appeal to the Dekalb County Board of Commissioners and the Dekalb County Board of Commissioners shall review the appeal and adjudge the dispute. The Dekalb County Board of Commissioners shall then institute such actions as deemed advisable to ensure the user's compliance with the provisions of this Division or other laws or regulations.

Section 10: Public participation and access to records

(a) Dekalb County shall comply with the regulations for public participation as applicable under Federal, State or local law.

(b) Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, monitoring programs and from Dekalb County's inspection and sampling activities shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law, or that such information is otherwise protected from disclosure under applicable Federal or State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public. It shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving persons furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Section 11: Federal limits supersede local limits

Upon the promulgation of a national categorical pretreatment standard for a particular industrial subcategory, the national standard, if more stringent than limitations imposed under this Article for sources in that subcategory, shall immediately supersede the limitations imposed under this Article. Dekalb County shall notify all affected significant industrial users of the applicable reporting requirements under 40 CFR 403.12.

Section 12: Significant noncompliance

The Director shall publish annually, in the largest daily newspaper published in the City, a list of users which, during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(1) Chronic violations of wastewater discharge limits, defined as those in which sixty-six (66) percent or more of wastewater measurements taken during a six-month period exceed the daily limit or average limit for the same pollutant parameter by any amount;

(2) Technical review criteria (TRC) violations, defined as those in which thirty-three (33) percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the daily

limit or the average limit multiplied by the applicable criteria (1.4 for BOD; TSS; fats, oils and grease; and 1.2 for all other pollutants except pH);

(3) Any other discharge violation that the Director believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of his emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in the wastewater discharge permit;

(6) Failure to provide, within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s) which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

Section 13: Penalties and enforcement

(a) Upon determination that a violation of this Article has occurred, the Director shall serve upon that discharger a written notice of violation. Within fifteen (15) days of receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions, shall be submitted by the violator to the Department. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or other enforcement action, without first issuing a notice of violation.

(b) The Director may order a discharger which has violated, or continues to violate, any provisions of this Article to appear before the Director and show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served by registered or certified mail, or by personal service on the user or the authorized representative of the user. Such notice may be served on any authorized representative of the discharger. A show cause hearing shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

(c) When the Director finds that a discharger has violated, or continues to violate, any provisions of this Division or that the discharger's past violations are likely to recur, the

Director may issue an order to the discharger directing it to cease and desist all such violations and directing the discharger to:

(1) Immediately comply with all requirements; and,

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation and to prevent recurrence of the violation.

(3) Each day of violation of a cease and desist order, after notice thereof, shall constitute a violation of this Division, and shall constitute a separate violation of this Division, subject to the maximum fine or imprisonment, or both, set forth in Chapter 1 of the City of Dunwoody Code of Ordinances.

(d) Violation of the provisions of this Division constitutes an infraction subject to a penalty not to exceed one thousand dollars ($1,000.00) per day per violation, imprisonment for a term not exceeding thirty (30) days for any single offense, in accordance with Chapter 1 of the City of Dunwoody Code of Ordinances. The City of Dunwoody or DeKalb County may institute appropriate action or proceedings at law or equity for the enforcement of this Division or to correct violations of this Division. Any court of competent jurisdiction may have the right to issue restraining orders, temporary or permanent injunctions and other appropriate forms of remedy or relief. Each day of noncompliance is considered a separate offense. Nothing herein contained shall prevent the City or Dekalb County from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief.

(e) When the Director finds that a discharger has violated, or continues to violate, any provision of this Division, the Director may petition the courts for the issuance of a temporary or permanent injunction, as appropriate, which rest rains or compels the requirements imposed by this Division on activities of the user. The Director may also seek such other action as appropriate for legal and/or equitable relief, including a requirement for the discharger to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or prerequisite for, taking other action against a discharger.

(f) The Director may recover reasonable attorneys' fees, court costs and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City or Dekalb County, including, but not limited to, containment, cleanup, injury, death and other.

Section 14: Permit revocation

The Director may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the Director of changed conditions pursuant to this Chapter;

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application or any other required reporting;

(4) Falsifying self monitoring reports or other required reporting;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the Director timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility;

(13) Change of any condition that requires either temporary or permanent reduction or elimination of the permitted discharge; or

(14) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Chapter.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

Section 15: Permit modification

The Director may modify any permit in whole or in part during its term for cause including, but not limited to, the following:

(1) Violating any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Division;

(2) Engaging in any act that would constitute basis for revocation of the permit;

(3) For purpose of incorporating any new or revised Federal, State or local pretreatment standard or requirements;

(4) For purpose of addressing significant alterations or additions to the user's operation, processes or wastewater volume or character since the time of wastewater discharge permit issuance;

(5) Information indicating that the permitted discharge poses a threat to the POTW, personnel, or the receiving waters;

(6) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct clerical or other errors in the wastewater discharge permit; or

(9) Changing any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

Section 16: Affirmative defenses to discharge violations

(a) Upset.

(1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of Section 16(a)(3), below, are met.

(3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(A) An upset occurred and the user can identify the cause(s) of the upset;

(B) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(C) The user has submitted the following information to the director within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):

(i) A description of the indirect discharge and cause of noncompliance;

(ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(D) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

(E) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(F) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(b) Prohibited discharge standards. A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Division 5, Section 3(1) or the specific prohibitions in Division 5, Section 3(2)(c) through (g) if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when Dekalb County was regularly in

compliance with its NPDES permits, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(c) Bypass.

(1) For the purposes of this section,

(A) "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.

(B) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this section.

(3) (A) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.

(B) A user shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) (A) Bypass is prohibited, and the Director may take an enforcement action against a user for a bypass, unless:

(i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should

have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(iii) The user submitted notices as required under paragraph (3) of this section.

(B) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in paragraph (c)(4)(A) of this section.

Division 5: Discharge Regulations

Section 1: Discharge of prohibited waters

Discharge to a public sanitary sewer of stormwater, surface runoff or groundwater is prohibited. These waters shall be discharged to sewers specifically designated as storm sewers, combined sewers, or to an outlet approved by the City or Dekalb County.

Section 2: Unauthorized tampering or use of sewers, appurtenances

No unauthorized person shall uncover, make any connections with or open, use, alter or disturb any public sanitary sewer or appurtenance without first obtaining a written permit from the Department.

Section 3: Prohibited substances, wastes or materials

(a) General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other Federal, state, or local pretreatment standards or requirements.

(b) Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances or wastewater:

(1) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases, or any other pollutants which create a fire or explosive hazard in the POTW including, but not limited to, wastestreams with a closed-up flash point of less than one hundred forty (140) degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21.

(2) Wastewater having a pH lower than 5.0 or higher than 11.5 or otherwise causing corrosive structural damage to sewerage or harm to personnel.

(3) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems, or any water wastes containing toxic or poisonous solids, liquids or gases in a quantity sufficient to interfere with any sewerage or sewage treatment process, constitute a hazard to humans or animals or create a public nuisance, whether these wastes cause problems independently or via action with other substances.

(4) Solids or viscous liquids in quantities, types or sizes which will cause either flow obstruction in the sewer system or interference with the operation of the POTW (size may not be greater than one-half (1/2) inch in any dimension).

(5) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through; and

(7) Wastes or pollutants which have been classified as hazardous waste or hazardous materials in accordance with 40 CFR Part 261.

Section 4: Limits set on certain substances, materials and wastes

(a) Discharge of any of the following water substances, wastes, or materials into a public sanitary sewer in excess of the stated limits and/or conditions is prohibited:

(1) Liquid or water vapor having a temperature greater than one hundred fifty (150) degrees F, or which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four (104) degrees C.

(2) Water or waste containing fats, wax, grease or oils of a petroleum or mineral base, in a concentration greater than one hundred (100) milligrams per liter (mg/l).

(3) Substances which become solids or very viscous liquids at temperatures greater than thirty-two (32) degrees Fahrenheit.

(4) Garbage that has been improperly shredded (any dimension greater than one-half (1/2) inch).

(5) Water or waste containing the contaminants listed at a concentration greater than the limits set. This restriction includes, but is not limited to, discharges by any user of the collection and treatment system such that specific pollutants discharged to the Dekalb County sanitary sewer system do not exceed concentrations specified below.

The concentration limits on discharges by any user, listed below, may be used as a guide in design and plant control, but may be altered by Dekalb County in the event of a discharge causing upset, interference or pass through at the POTW or having a deleterious effect upon any other aspect of public welfare, either alone or in combination with other discharges:

LOCAL DISCHARGE LIMITS FOR ALL CITY OF DUNWOODY INDUSTRIAL USERS – MAXIMUM DAILY CONCENTRATION

(As measured in discharges from manufacturing processes only, excluding domestic wastes or unpolluted discharges)

TABLE INSET:

Contaminant	**Industrial User Discharge Limit (mg/L)**	**Sample Type**
Arsenic	0.12	24-hr. composite
Cadmium	0.01	24-hr. composite
Chromium	2.3	24-hr. composite
Copper	2.6	24-hr. composite
Cyanide, Total	0.08	Grab
Lead	0.12	24-hr. composite
Mercury	0.002	24-hr. composite
Molybdenum	1.7	24-hr. composite
Nickel	1.8	24-hr. composite
Phenol	3.6	Grab
Selenium	0.5	24-hr. composite
Silver	1.7	24-hr. composite
Zinc	2.5	24-hr. composite

(6) Water or wastes containing taste- or odor-producing contaminants in such quantities that, after treatment of sewage, these contaminants impart their tastes or odors to receiving waters.

(7) Water or wastes colored by dye or other solutions to such a degree that the color is not removed by treatment.

(8) Wastes containing substances emitting radiation greater than one thousand (1,000) picocuries per liter (pCi/l) for gross beta.

(9) Any other contaminant which the Director deems harmful to the operation or efficiency of sewage treatment plants, the utilization or disposal of sludges, or to the health and welfare of the residents of the City.

(10) Waters or wastes containing any compound found to be toxic, in concentrations exceeding such acceptable limits as have been or shall be defined by the Environmental Protection Agency. This limitation includes compounds defined

by the Environmental Protection Agency as priority pollutants pursuant to 40 CFR 403.

(b) Ground paper products shall be prohibited from being discharged into the public sewer system.

(c) All industrial users shall be required to meet pretreatment standards as set forth in Title 40 Part 403 of the Code of Federal Regulations, entitled "General Pretreatment Regulations for Existing and New Sources of Pollution". The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405--471 are hereby incorporated.

(d) The City or Dekalb County may establish by ordinance, or the Director may establish in wastewater discharge permits, more stringent standards for requirements on discharges to the POTW.

Section 5: Discharges which affect effluent quality from sewage treatment plants

Discharges of materials or substances which would cause interference, upset and/or pass-through in the POTW, whether alone or in combination with other substances and discharges, are prohibited. Included without limitation in this category are:

(1) Slug concentrations of inert suspended solids (such as lime slurries).

(2) Slug concentrations of inert dissolved solids (such as sodium chloride).

(3) Slug concentrations of colored wastes (such as dyes and tanning solutions).

(4) Slug concentrations of materials high in BOD or COD.

(5) Slug concentrations of ammonia or organic nitrogen compounds.

(6) Slug concentrations of phosphorus compounds.

(7) Other wastes not amenable to treatment.

Section 6: Accidental discharge/slug control plans

(a) At least once every two (2) years, the Director shall evaluate whether each significant user needs an accidental discharge/slug control plan. The Director may require any user to develop, submit for approval and implement such a plan. Alternatively, the Director may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including non-routine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the Director or his designee of any accidental or slug discharge, as required by Section 12 of this Division;

(4) Procedures to prevent adverse impact from accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(b) Pollutants, substances or wastewater prohibited by this Division shall not be processed or stored in such a manner that they could be discharged to the POTW. Pollutants, raw materials, products, processed materials or waste materials shall not be stored in such a manner that they could be discharged to the storm drain or cause a contaminated discharge to the municipal separate storm sewer system.

Section 7: Separators and interceptors

Grease, oil and sand separators shall be provided when wastes containing more than one hundred (100) mg/l of fat, oil, grease or sand are discharged. Separators shall also be provided for any other substance in the wastes which becomes viscous or solidifies at a temperature above thirty-two (32) degrees Fahrenheit. All interceptors or separators shall be approved in writing by Dekalb County and shall be located for easy inspection. All expenses of installation and operation shall be borne by the owner. Interceptors and separators shall not be required for private living quarters.

Section 8: Industrial discharges and surcharges

(a) Industrial contributors to the public sanitary sewer system shall be required to pay a sewer rate surcharge based upon the concentration of total suspended solids (TSS), five-day BOD, ammonia and/or total phosphorus in their effluents. Industrial dischargers whose wastes contain greater than two hundred fifty (250) mg/l of either five-day BOD and/or total suspended solids, thirty (30) mg/l ammonia, or ten (10) mg/l total phosphorus shall pay the surcharge in an amount set by Dekalb County.

(b) If values for any constituent exceed two (2) times the minimum surcharge concentration (i.e., five hundred (500) mg/l TSS) then the Director may, if determined that these wastes adversely affect the POTW, require the industrial user to install pretreatment before discharging wastes to the public sanitary sewer system. This pretreatment must reduce the concentration of the wastes by treatment/removal of the excess constituent to the point where it no longer harms the POTW, and the values for all constituents are less than two (2) times the minimum surcharge concentration.

(c) Periodic determination of the values for constituents subject to surcharge shall be made on composite samples of industrial effluents by personnel of Dekalb County.

Section 9: Discharges requiring pre-treatment

The Department may require pretreatment of wastewater to an acceptable condition before discharge to the public sanitary sewer system when wastewaters contain the substances or possess the characteristics of prohibited or limited discharges. Pretreatment may also be required if these wastewaters cause upset, interference or pass through at the POTW or have a deleterious effect upon any other aspect of public welfare, either alone or in combination with other discharges. In addition to lowering the concentrations of substances to an acceptable level through pretreatment or altering the characteristics of a wastewater, the Department may require additional controls before discharge to the public sanitary sewer system. In particular, quantities or rates of discharge shall be altered so that the discharge becomes more compatible with the sewer system. Expenses incurred in the installation and operation of these controls shall be borne by the industrial user.

Section 10: Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 11: Measurements, tests and analyses, and sample collection

(a) Any measurements, tests, analyses, sample types, sample containers and/or holding times to which reference is made in this Chapter shall be determined in accordance with procedures and specifications as set forth in Title 40 Part 136 of the Code of Federal Regulations, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

(b) Analyses shall be determined at the control manhole, or upon a suitable sample taken at the control manhole. If no control manhole is available on the building sewer, the control manhole shall be considered the nearest downstream manhole to which the building sewer is directly connected. When the Director deems it necessary, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole on the building sewer to facilitate observation and sampling of wastes. This manhole, when required, shall be accessible, safely located, and constructed at the owner's expense in accordance with Dekalb County specifications.

(c) Except as indicated in subsection (d) below, the user must collect wastewater samples using flow proportional composite sampling techniques. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(d) Samples for oil and grease, temperature, Ph, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

Section 12: Accidental spills or drains

(a) In the case of accidental spills, loss to the drains of any deleterious material or substances, discharges of a non-routine nature, non-customary batch discharges or slug loads, the user shall immediately telephone and notify the Department of the incident. This notification shall include the time of occurrence, location of discharge, type of waste, concentration and volume if known and corrective actions taken by the user. The user shall take all possible actions to prevent a spill, and should a spill occur, shall take immediate steps to ensure no recurrence of the incident. Industrial users which store or otherwise handle toxic, hazardous or flammable materials must have an accidental discharge/slug control plan in place to prevent the discharge, accidental or otherwise, of said materials to the sewer system.

(b) Within five (5) days following such discharge, the user shall submit a detailed written report, unless waived by the Director, describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar occurrences in the future. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, natural resources or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties or other liability which may be imposed pursuant to this Division.

(c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees who may cause such a discharge to occur are advised of the emergency notification procedure.

Section 13: Discharge of trucked or hauled wastes

(a) Discharge to any public sanitary sewer, appurtenance, or treatment facility of pumped, trucked or hauled wastes from commercial or industrial sources is prohibited. This ban specifically includes the disposal of greases and other grease trap-related wastes from food establishments.

(b) Discharge of domestic septage is allowable only at a Dekalb County-authorized septic tank disposal site, located at the Snapfinger Creek Water Pollution Control Plant, in accordance with the following requirements:

(1) Septic tank pumping companies must register with the DeKalb County Health Department, Division of Environmental Health; have their trucks inspected by that agency; and be issued a permit to Operate.

(2) Discharge fees shall be payable by coupons, obtained at the DeKalb County Division of Revenue and License Administration, and presented to the operator at the disposal site. Fees shall be as established by Dekalb County.

(3) A manifest form must be completed on every septic tank pumped. Copies of the manifests for the septage to be discharged must be presented to the operator at the disposal site. The operator shall have the authority to deny approval for discharge to any load(s) not accompanied by manifests, due to discrepancies with the manifests, or other apparent problems with truck contents.

(4) Domestic septage shall be defined as the contents from septic tanks located at single-family residences, DeKalb County school facilities, or the contents of portable toilets.

(5) Repeat and/or major violations of these regulations may result in Dekalb County barring the hauling company from the treatment facility and denying access to disposal in Dekalb County's system, in addition to the other fines and penalties cited in this Division.

Section 14: Emergency Suspensions

The Director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend the user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension the Director may take such steps as deemed necessary, including immediate severance of the order, sewer connection, and/or termination of water supply, to prevent or minimize damage to the POTW, its receiving stream or endangerment to any individuals. The Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Director that the period of endangerment has passed.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement to the Director, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Division 5.1: Fats, Oils and Greases

Section 1: Title

This Division shall be known as the Fats, Oils, and Greases Regulations of the City of Dunwoody, Georgia.

Section 2: Definitions

For the purposes of this Division, certain terms and words are hereby defined. Where words are not herein defined, but are defined in Chapter 1 of the City of Dunwoody Code of Ordinances, those words shall have the meaning as defined therein. Unless otherwise defined herein, words related to water quality shall be as defined in the latest edition of Standard Methods for Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Unless otherwise defined herein, words related to construction shall be as defined in this Code and in the latest adopted applicable editions of the Georgia codes applicable to building construction adopted pursuant to State law. The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Architectural or historical restrictions means a building or structure in the City of Dunwoody that is one hundred (100) years or older and has special historical or esthetic interest or value.

Backflow means a reversal of normal flow in a system caused by a negative pressure (vacuum or partial vacuum) in the supply piping or other condition that reverses the normal direction of flow.

Baffle means a retention wall three-quarters (3/4) the length of the chamber nearer to the outlet.

Best management practices means a schedule of activities, a prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the introduction of fats, oils, and greases into the sewer system. These practices may vary by site, but produce the same reductions in fats, oils, and greases in the sewer system.

Change in operations means any change in the ownership, food types, or operational procedures of a food service establishment.

Compliance inspector means a person authorized by DeKalb County to inspect any existing or proposed wastewater generation, conveyance, processing, and/or disposal facilities.

Director means the director or designee of the DeKalb County Department of Watershed Management, or, if delegated by an intergovernmental agreement, the Director of the City of Dunwoody Department of Public Works.

Extreme economic hardship means a cost to comply with the requirements of these regulations that exceeds fifty thousand dollars ($50,000.00).

Fats, oils, and greases (FOG) means any substance such as a vegetable or animal product that is used in, or is a byproduct of, the food preparation process, that turns or may turn viscous or solidifies or may solidify with a change in temperature or other conditions.

Fixtures means a pot sink, pre-rinse sink, vegetable sink, meat sink, mop sink, soup kettles, work stations, floor drains, automatic hood wash units, garbage disposals, trash compactors, dishwashers, and any other similarly functioning plumbing fixtures.

Flow means volume of wastewater moving in a certain direction.

Flow control device means a mechanism installed to control flow of hydraulic levels of FOG into an interceptor.

FOG means fats, oils, and greases.

FOG control program means to reduce and/or control the discharge of fats, oils, and grease into the sewer system by educating and regulating food service establishments located in the City of Dunwoody or establishments located outside the City of Dunwoody but which discharge FOG.

FOG control program manager means the individual designated by DeKalb County to administer the FOG control program.

FOG interceptor means a multicompartment device that is constructed in different sizes and is generally required to be located underground between a food service establishment and the connection to the sewer system. These devices primarily use gravity to separate FOG from the wastewater as it moves from one compartment to the next. These devices must be cleaned, maintained, and have the FOG removed and disposed of in a proper manner on regular intervals to be effective.

FOG manifest means a document that the state-permitted transporter must provide to the FOG generator as proof of services rendered.

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FOG wastewater discharge permit means a permit issued by DeKalb County authorizing the food service establishment or generator to discharge wastewater into DeKalb County's facilities or into the sewer system.

Food Service Establishment (FSE) means any person who prepares and/or packages food or beverage for sale or consumption, on or off site, with the exception of private residences so long as the private residence is not used to prepare or package food or beverage for sale. Food service establishments include, but are not limited to, food courts; food manufacturers; food packagers; restaurants; catering services; bars/taverns; cafeterias; soda fountains; institutions, both public and private; mobile food vehicles (coach); wing trailers; diners; grocery stores; bakeries; coffee shops; ice cream shops; lounges; hospitals; hotels; nursing homes; churches; schools; daycare center; and all other food service establishments not listed above, either fixed or mobile, as are or may hereafter be recognized by the Dekalb County Health Department and/or the State Department of Agriculture.

Fresh air system/fixtures means a system that provides free circulation of air, which will prevent contamination from back flow or back siphonage, e.g. compartment sinks, dishwashers, floor drains, meat sinks, vegetable sinks, work stations, and mop sinks.

Generator means any person including those outside the jurisdictional limits of the City of Dunwoody who contributes, causes, or permits the contribution or discharge of wastewater into sewers within the City's boundaries.

Georgia state permitted transporter means a transporter as that term is defined by O.C.G.A. § 12-15-20 and as may hereinafter be amended.

Grease trap means an inside mechanism no less than one hundred (100) pounds and no more than three hundred (300) pounds in size, with baffle and flow control installed before the master trap.

Hot flushing means a situation prohibited in the City of Dunwoody that occurs when the FOG interceptor is too close to a hot-water-using device so the water does not cool sufficiently in the interceptor to allow the FOG to coagulate and float to the top and FOG is instead carried out to the sewer system.

Limited food preparation establishment means an establishment that is engaged only in reheating or serving of ready-to-eat food products and, as a result, discharges wastewater containing less than one hundred (100) mg/L of FOG per operating business day. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.

New construction means any structure, planned or under construction, where a sewer connection permit is required by law or regulation but has not been issued by Dekalb County.

Nonhazardous manifest means a receipt that is retained by the generator of wastes for disposing of FOG, liquids, or other wastes as required by DeKalb County.

Plumbing Drainage Institute rating means interceptors that are tested, rated, and certified in conformance with Standard Plumbing Drainage Institute-- G101 by the Plumbing and Drainage Institute.

Regulatory agencies means those agencies having regulatory jurisdiction over the operations of the City of Dunwoody including, but not limited to: the United States Environmental Protection Agency, region IV, Georgia and Washington, D.C. (EPA); the Georgia Department of Natural Resources (DNR); the Georgia Division of Public Health; the Georgia Environmental Protection Division (EPD); Dekalb County; or any regulatory agency or body as may be established by Federal, State, or local law.

Remodeling or *remodeled* means a physical change or operational change in a structure that requires an issuance of or revision to a business license or a building permit.

Septic tank means a hollow chambered tank without a baffle, T's, and flow control to restrict FOG from entering Dekalb County's sewer system.

Sewer system means as defined in Division 1, Section 1 of this Article and as may hereinafter be amended.

Shovel inspection means a FOG compliance inspector who uses a shovel to determine the condition of the FOG interceptor.

Sludge means any solid, semisolid or liquid decant, subnate or supernate from a manufacturing process, utility service, or pretreatment facility.

Sludge judge inspection means a test in which the FOG compliance inspector uses an instrument, usually a clear hollow plastic tube, to pull and measure a core sample from the FOG interceptor to determine its condition.

Standard Plumbing Drainage Institute--G101 means a comprehensive engineering and testing program developed to establish flow rates and FOG holding capacity for uniform rating of FOG interceptors.

Total solids means the sum of suspended and dissolved solids within a sample.

Twenty (20) percent rule means the requirement for FOG interceptors to be maintained such that the combined FOG solids accumulation does not exceed twenty (20) percent of the design hydraulic capacity of the FOG interceptor.

Visual inspection means an in-person observation by a FOG compliance inspector to determine if a shovel inspection and/or a sludge judge inspection is necessary to determine the condition of the FOG interceptor.

Waste means sewage and any and all other waste substances, liquid, solid, or gaseous, associated with human habitation or of human or animal nature intended for disposal.

Wastewater constituents and characteristics means the individual chemical, physical, and bacteriological parameters, including volume and flow rate, and such other parameters that serve to define, classify, or measure the quality and quantity of wastewater.

Section 3: Purpose, scope and policy

(a) These regulations are designed to facilitate the maximum beneficial public use of DeKalb County's sewer system while preventing blockages and overflows of sewer system resulting from discharges of FOG into the DeKalb County sewer system and to specify appropriate FOG discharge requirements for all facilities emitting FOG.

(b) By enactment of these regulations, the City intends to exercise its authority over sizing, location, maintenance, and material of grease traps and/or interceptors within the City of Dunwoody.

(c) The provisions of these regulations shall apply to the direct or indirect discharge of all wastewater or waste containing FOG discharged into the DeKalb County sewer system.

(d) These regulations establish quantity and quality standards on all wastewater and/or waste discharges containing FOG; which may alone or collectively cause or contribute to FOG accumulation in the sewer system causing or potentially causing or contributing to the occurrence of sanitary sewer overflows and blockages.

Section 4: Transporters of nonhazardous commercial waste

O.C.G.A. § 12-15-20 et seq. sets forth a permitting scheme for transporters of commercial waste and provides a regulatory method for the clean and sanitary removal of commercial waste. O.C.G.A. § 12-15-23 specifically authorizes local governments to enforce compliance with the provisions of the State law described in this section. O.C.G.A. § 12-15-20 et seq. as currently enacted and as may hereinafter be amended, is therefore adopted by reference as if set out fully in this section.

Section 5: Best management practices

(a) All persons disposing of FOG shall be required to properly dispose of FOG using all of the following best management practices:

(1) Dispose of FOG in covered collection containers;

(2) Place food scraps from dishes into trashcans and garbage bags and dispose of properly;

(3) Avoid disposing of food scraps in garbage disposers to help maintain interceptor volume;

(4) Allow FOG to cool first before it is skimmed, scraped, or wiped off of all preparation and servicing surfaces;

(5) Prewash dishes and pans with cold water before putting them in the dishwasher;

(6) Cover the kitchen sink drain with screening and empty debris into the garbage as needed;

(7) Cover the floor drain with a fine screen and empty into the garbage can as needed; and

(8) Recycle used fryer oil.

(b) All persons disposing of FOG shall not use any of the following practices when disposing of FOG:

(1) Pouring FOG down the drain;

(2) Putting food scraps down the drain; or

(3) Running hot water over dishes, pans, fryers, woks, and griddles to rinse FOG down the drain (also known as hot flush).

Section 6: Requirements for interceptor and specific plumbing connections

(a) All food service establishments shall only introduce pretreated wastewater acceptable to DeKalb County, under the requirements and standards established herein before discharging, directly or indirectly, into any DeKalb County sewer system.

(b) No more than one hundred (100) mg/L of FOG shall be discharged per operating business day. The FOG generator shall bear all of the expense of proving compliance with the one-hundred-mg/L threshold.

(c) Any food service establishment required to provide FOG pretreatment shall install, operate, and maintain an appropriately designed and adequately sized FOG interceptor that has been approved by Dekalb County.

(d) The testing procedures for waste constituents and characteristics shall be as provided in 40 CFR 136 (Code of Federal Regulations).

(e) FOG interceptors shall be connected to the food service establishment's lateral sewer line after all fixtures which may introduce FOG have been connected and shall have fresh air connected, as defined in these regulations. Fresh-air fixtures include, but are not limited to, sinks, dishwashers, garbage disposals, automatic hood wash units, floor drains in food preparation and storage areas, and any other fixtures which have a potential to introduce

FOG. Wastewater from sanitary sewer fixtures and other similar fixtures shall not be introduced into the FOG interceptor.

(f) FOG interceptors shall not be connected to septic tanks.

(g) All food service establishments that have dumpster pad/trash compactor drains on site and are connected to the sewer system shall have a separate interceptor (no less than one thousand (1,000) gallons in size) installed and functioning at all times. The sloping area to the outside drain and the drain shall be covered either by the dumpster/compactor or a canopy to prevent inflow and infiltration of rainwater.

(h) Any drains that lead to the sewer system including, but not limited to, trench drains, enclosed dock drains, carwash drains, elevator drains, and other similar types of drains shall have an oil-water debris interceptor of no less than one thousand (1,000) gallons and no more than three thousand (3,000) gallons in capacity.

Section 7: FOG interceptor physical specifications/requirements

(a) All interior FOG interceptors shall:

(1) Be a minimum of one hundred (100) pounds in capacity as defined by the Plumbing Drainage Institute;

(2) Be made of corrosion-resistant coated metal;

(3) Be properly sized based on the results of an inspection and FOG evaluation;

(4) Contain properly installed and functioning baffle walls and other flow control devices necessary to achieve the appropriate retention time;

(5) Have at least a thirty-minute interior retention time before gray water is discharged into the sewer system;

(6) Tie all of the fresh air fixtures to the FOG interceptor;

(7) Have fifteen-foot distance between the FOG interceptor and the last fresh air fixture and have a proper flow control device;

(8) Have a temperature of discharge entering the interior FOG interceptor that does not exceed one hundred forty (140) degrees Fahrenheit; and

(9) Be Plumbing Drainage Institute rated, be accessible for inspection, and be installed in accordance with the manufacturer's specifications by a licensed plumber and not a representative and/or an apprentice of the licensed plumber.

(b) All exterior FOG Interceptors shall:

(1) Be a minimum of one thousand (1,000) gallons in capacity;

(2) Be properly sized based on the results of an inspection and FOG evaluation;

(3) Be constructed of re-enforced materials suitable for load bearing and water tight to prevent inflow and infiltration;

(4) Be precast with a minimum of three thousand (3,000) psi concrete per applicable American Society for Testing and Materials standards with four (4) to seven (7) percent air entrapment;

(5) Have an invert elevation of the inlet between three (3) inches to six (6) inches above the invert elevation of the outlet;

(6) Contain a properly installed and functioning baffle wall and other flow control devices necessary to achieve an adequate time for FOG to properly separate but not to exceed twenty-four (24) hours;

(7) Contain inlet and outlet T's made of schedule 40 PVC piping and at a ninety-degree angle with a minimum diameter of the inlet and outlet piping to be six (6) inches;

(8) Include the outlet T six (6) inches from the manhole cover;

(9) Include T piping of the inlet and outlet that is within eighteen (18) inches of the bottom and at least five (5) inches above the static liquid level of the tank;

(10) Have the FOG interceptor set level on a consolidated, stable base so that no settling or tipping of the FOG interceptor can occur;

(11) Connect all of the fresh-air fixtures to the FOG interceptor;

(12) Have the outlet discharge line from the FOG interceptor directly connected to a sewer line tapped into the collection main;

(13) Have solid manhole covers to prevent inflow and infiltration;

(14) Have two (2) or more manholes for entry to each chamber of hydraulic liquid mass;

(15) Be accessible for inspections and have no permanent or temporary structure or container placed directly over the FOG interceptor or installed in areas subject to traffic; and

(16) Be installed by a licensed plumber.

(c) The contents of any fryer-oil containers shall not be mixed with any other FOG interceptor waste or any other no-toxic or toxic substances.

Section 8: Maintenance requirements for new and existing FSE's

(a) Depth of FOG. The depth of FOG (floating and settled) in the FOG interceptor shall not be equal to or greater than twenty (20) percent of the total operating depth of the interceptor.

(b) General requirements for FOG interceptors. In order to maintain FOG interceptors, all food service establishments shall remove the sludge, floating materials, solids, and wastewater, and shall scrape all excessive solids from the walls, floor, baffles, and all pipe work and shall pump interior and exterior FOG interceptors dry as set forth in these regulations and as required by the terms and conditions of the permit.

(1) FOG interceptors shall be kept free from any inflow/infiltration such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc., as such inflow reduces the effectiveness of the FOG interceptor; thereby increasing the need for more frequent cleaning.

(2) To insure that the FOG interceptor can be maintained properly, the FOG interceptor needs to be free from any obstruction that would hinder the maintenance, function, and inspection of the interceptor.

(3) A Georgia State Permitted Transporter shall perform all maintenance of FOG interceptors. All Georgia State Permitted Transporters working in the City of Dunwoody shall have an active Georgia Waste Transporter's Permit and a DeKalb County Transporters Permit in the manner and form set forth by O.C.G.A. § 12-15-20 et seq. Transporters working in the City of Dunwoody are required to leave a copy of a nonhazardous waste manifest with the food service establishment. Maintenance schedules may vary based on individual circumstances to protect the sewer system.

(4) The FOG compliance inspector has the authority to change the FOG interceptors cleaning cycles for any FOG generator at any time.

(5) The discharge or introduction of any additives to the sewer system is unlawful and prohibited. The direct introduction of additives into the FOG interceptor is prohibited. Additives include but are not limited to biological agents such as enzymes, bacteria, and/or degreasing agents.

(6) The FOG generator shall be responsible for the proper removal and disposal of the FOG interceptor waste by a Georgia State Permitted Waste Transporter and maintenance of records of disposal as specified in this section. All waste removed

from each FOG interceptor must be disposed of at an appropriate disposal facility designed to receive such waste.

(7) No FOG interceptor pumpage shall be discharged to the sewer system as otherwise prohibited in these regulations.

(8) Every FOG interceptor shall be required to have a Georgia Nonhazardous Waste Manifest. The Georgia Nonhazardous Waste Manifest must be complete with all information required by these regulations and state law.

(9) Mechanical FOG interceptors are prohibited in the City of Dunwoody.

(c) Exterior FOG interceptors. Maintenance of exterior FOG interceptors shall be performed at least once every ninety (90) days. Skimming, decanting, and/or any reintroduction of water into exterior FOG interceptors shall not be allowed under any conditions.

(d) Interior FOG interceptors. Interior FOG interceptors maintenance shall be performed once every thirty (30) days, and all of the fresh air and/or safe-way plumbing fixtures shall be connected. In-house cleaning of interior FOG interceptors is prohibited. To insure proper FOG interceptor maintenance, interior FOG interceptors shall be free from any obstruction that would hinder the maintenance of the interceptor. Interior FOG interceptors shall be easily accessible with a minimum clearance of thirty-six (36) inches.

(e) Interior and exterior FOG interceptor records. All food service establishments shall maintain records of the date and time of all cleaning and maintenance. Every FOG interceptor manifest shall be placed in a logbook, folder, or three-ring notebook. This book shall be made available on demand by the FOG compliance inspector during inspection. All records of at least three (3) years shall be kept on site and available. These records shall include:

(1) A logbook of FOG interceptor and/or FOG control device cleaning and maintenance;

(2) A record of best management practices being implemented, including employee training;

(3) Copies of records and manifests of waste transporting interceptor contents;

(4) Records of any spills and/or cleaning of the lateral sewer line; and

(5) Records of sampling data and sludge height monitoring for FOG and solids accumulation in the FOG interceptors.

Section 9: Notification of spills by the food service establishment

(a) In the event that any food service establishment is unable to comply with any permit condition due to a breakdown of equipment, accidents, or human error or the food service establishment has reasonable opportunity to know that his/her/its discharge shall exceed the discharge provisions of the FOG wastewater discharge permit or these regulations, the food service establishments shall immediately notify the FOG control program manager or designee by telephone at the number specified in the permit. If the material discharged to the sewer has the potential to cause or result in sewer blockages or sanitary sewer overflows, the food service establishment shall immediately notify the FOG control program manager or designee by telephone at the number specified in the permit and the Director of the DeKalb County Health Department or designee orally or by telephone at the published numbers for such departments.

(b) All food service establishments shall provide written notification of this oral or telephonic notification to the FOG control program manager at the address specified in the permit no later than five (5) working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.

(c) Such notification shall not relieve a food service establishment of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to DeKalb County, the City of Dunwoody or any other damage or loss to person or property; nor will such notification relieve a food service establishment from payment of any fees or imposition of any other liability which may be authorized by these regulations or other applicable law.

Section 10: FOG wastewater discharge permit

(a) Food service establishments proposing to discharge or currently discharging wastewater that contains FOG into the DeKalb County sewer system shall obtain a FOG wastewater discharge permit annually or cease ongoing operation until such permit is obtained. In addition to any other penalties authorized by law, failure to obtain such a permit shall subject the food service establishment to the potential of the disconnection of water service, until such permit is obtained.

(b) FOG wastewater discharge permits shall be subject to all provisions of these regulations and all other regulations, charges for use, and fees established by DeKalb County. DeKalb County and the City of Dunwoody in accordance with these regulations and applicable law shall have joint authority to enforce the conditions of FOG wastewater discharge permits.

(c) The FOG wastewater discharge permit shall be issued upon:

(1) Receipt of a complete application,

(2) Compliance with these regulations,

(3) Compliance with the applicable provisions of this Code, and

(4) The proper installation and maintenance of a FOG interceptor that complies with the applicable provisions of this Code.

In the event that the food service establishment complies with the applicable provisions of these regulations, a permit will be issued or denied within thirty (30) days of compliance with this section. If the permit is not issued or denied within the time frame specified herein, the permit shall be deemed issued and approved.

Section 11: FOG wastewater discharge permit application

(a) All food service establishments are required to obtain a FOG wastewater discharge permit and shall complete and file with DeKalb County prior to commencing or continuing discharges, an application for a wastewater discharge permit in a form prescribed by DeKalb County along with any applicable fees. The applicant shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name, address, telephone number, assessor's parcel number(s), description of the food service establishment, operation, cuisine, service activities, and, as applicable, clients using the applicant's services;

(2) Whichever is applicable, the name and address of any and all principals/owners/major shareholders of the food service establishment, articles of incorporation, most recent report of the secretary of state, and a copy of the owner's business license;

(3) Name and address of property owner or lessee and the property manager for the property where the food service establishment is located; and

(4) Any other information specified in the application form.

(b) Applicants may be required to submit site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control devices, FOG interceptors, or other pretreatment equipment and appurtenances by size, location, and elevation for evaluation.

(c) Other information related to the applicant's business operations and potential discharge may be requested to properly evaluate the permit application.

(d) After evaluation of the data furnished, DeKalb County may issue a FOG wastewater discharge permit, subject to the terms and conditions set forth in these regulations and as otherwise determined by the FOG control program manager to be appropriate to protect DeKalb County's sewer system.

(e) The FOG wastewater discharge permit and application fee shall be paid by the applicant in an amount adopted by Dekalb County. Payment of the application permit fee must be received by DeKalb County at the time of filing the application for the permit. A food service establishment shall also pay any delinquent invoices in full prior to any permit renewal.

(f) An application shall not be considered complete until all the information required by this section is provided to the FOG control program manager or designee. The FOG control program manager shall have fifteen (15) business days from receipt of such information to advise a food service establishment that an application is not complete.

Section 12: FOG wastewater discharge permit conditions

The issuance of a FOG wastewater discharge permit may contain any of the following conditions or limits:

(a) Limits on discharge of FOG (one hundred (100) mg/L), which may cause or contribute to sanitary sewer overflows and/or sewer blockages;

(b) Requirements for proper operation and maintenance of FOG interceptors and other FOG control devices;

(c) FOG interceptor maintenance frequency and schedule;

(d) Requirements for implementation of best management practices and installation of adequate FOG interceptor and/or FOG control device;

(e) Requirements for maintaining and reporting status of best management practices;

(f) Requirements for maintaining and submitting logs and records, including waste hauling records and waste manifests;

(g) Requirements to self-monitor the discharge to the sewer system and periodically assess and report on the condition of the sewer lateral;

(h) Requirements for the food service establishment to construct operate and maintain, at its own expense, a FOG control device(s) and sampling facilities;

(i) Additional requirements as otherwise determined to be reasonably appropriate by the FOG control program manager to protect DeKalb County's sewer system or as specified by other regulatory agencies; and

(j) Other terms and conditions which may be reasonably applicable to ensure compliance with these regulations.

Section 13: FOG wastewater discharge permit modification of terms and conditions

(a) The terms and conditions of an issued permit may be modified by the FOG control program manager if there is a change in:

(1) The generator's current or anticipated operating data;

(2) DeKalb County's current or anticipated operating data;

(3) The requirements of regulatory agencies which affect the City and/or DeKalb County; or

(4) A determination by the FOG control program manager and his or her designee that such modification is required to comply with the provisions of these regulations.

(b) The food service establishment may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change and the reasons for the change. The FOG control program manager shall review the request, make a determination on the request, and respond in writing within thirty (30) days of receipt of the request.

(c) The food service establishment shall be informed of any change in the permit limits, conditions, or requirements at least forty-five (45) days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance, not to exceed forty-five (45) days.

Section 14: Permits for new and existing facilities, grandfathering, and effective date

(a) New facilities. Food service establishments which are newly proposed, constructed, or existing facilities which will be expanded or renovated, shall be required to install a properly sized FOG interceptor according to the requirements set forth in these regulations and such FOG interceptors shall be permitted and installed prior to the issuance of a certificate of occupancy for the food service establishment.

(b) Existing facilities. The City and DeKalb County requires all existing food service establishments to install, operate, and maintain a FOG interceptor that complies with the requirements set forth in these regulations. All food service establishments shall repair or replace any noncompliant plumbing or the existing FOG interceptor within ninety (90) days of written notification by DeKalb County or the City if any one or more of the following conditions exist or occur:

(1) The facility is found to produce any product that creates FOG as a byproduct;

(2) The facility does not have a FOG interceptor;

(3) The facility has an undersized, irreparable, improperly configured, or defective FOG interceptor;

(4) Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by DeKalb County;

(5) The existing facility is sold or undergoes a change of ownership or expansion;

(6) The existing facility does not have plumbing connection to a FOG interceptor in compliance with the requirements of DeKalb County and these regulations; or

(7) If a food service establishment changes its business name.

(c) Grandfathering. If an existing food service establishment is housed in a structure that because of its architectural or historical restrictions the owner will suffer extreme economic hardship in order to upgrade the existing FOG interceptor, then the establishment may keep the current FOG interceptor in place provided that all fresh-air fixtures must be tied into the current FOG interceptor, and the FOG interceptor must be at least fifteen (15) feet from the last fresh-air fixture. Additionally, the FOG interceptor must be cleaned every ten (10) days by a Georgia State Permitted Transporter. In the event that any remodeling of such a food service establishment is undertaken or if the food service establishment changes ownership, then a FOG interceptor that complies with all applicable requirements of this code shall be installed.

(d) Notification of planned changes. All food service establishments shall notify the FOG compliance manager at least ninety (90) days in writing in advance prior to any change of ownership, facility expansion/remodeling, or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. All food service establishments shall submit any information requested by DeKalb County or the City for evaluation of the effect of such expansion on the Food Service Establishment's FOG discharge to the sewer system.

(e) Effective date. These regulations shall become effective immediately upon adoption all new and existing Food Service Establishments and subject to the written policy promulgated by Dekalb County.

Section 15: FOG wastewater discharge permit duration and renewal

FOG wastewater discharge permits shall be issued annually. At least thirty (30) days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of Article 2 of this Chapter.

Section 16: Exemption from FOG wastewater discharge permit

A limited food preparation establishment is not considered a food service establishment and is exempt from obtaining a FOG wastewater discharge permit.

Section 17: Non-transferability of permits and fees

(a) FOG wastewater discharge permits issued under these regulations are for a specific food service establishment, for a specific operation, and create no vested rights.

(b) No permit holder shall assign, transfer, or sell any FOG wastewater discharge permit issued under these regulations nor use any such permit for or on any premises or for facilities or operations or discharges not expressly encompassed within the underlying permit.

(c) A permitting fee that covers the administrative costs for administering the FOG program shall be established by Dekalb County and assessed to each facility subject to these regulations.

Section 18: Payment of charges

All fees established by these regulations are due and payable upon receipt of notice thereof. Accounts shall become delinquent if not paid within thirty (30) days of the date of mailing, or if personally delivered, the date of delivery. Any invoice outstanding and unpaid after ninety (90) days shall be cause for immediate initiation of permit revocation proceedings or immediate suspension of the permit.

Section 19: Inspections and authority to enforce regulations

(a) Authority to inspect. The compliance inspectors shall inspect food service establishments on both an unscheduled and unannounced basis or on a scheduled basis. All food service establishments may be inspected up to four (4) times per year. Inspection of a FOG interceptor shall be performed at frequencies necessary to protect the capacity of the sewer system against the accumulation of FOG in an amount that would exceed the twenty (20) percent rule. Inspection shall include all fixtures, equipment, food processing, and storage areas, and shall include a review of the processes that produce wastewater discharged from a facility through the FOG interceptor. Any deficiencies shall be noted, including but not to be limited to:

(1) Failure to report changes in operations or wastewater constituents and characteristics;

(2) Failure to properly maintain the FOG interceptor;

(3) Failure to maintain logs, files, records, or access for inspection or monitoring activities;

(4) Failure to obtain or renew the FOG discharge permits in a timely manner; or

(5) Any other violations of these regulations or state law that requires correction by the food service establishment.

(b) Right of entry. Where it is necessary to make an inspection to enforce the provisions of these regulations or where the FOG control program manager or designee has reasonable cause to believe that there exists in a building or structure or upon a premises a condition which is contrary to or in violation of the applicable provisions of this Chapter, the FOG control program manager or designee is authorized to enter the building, structure or premises at reasonable times to inspect or perform any of the duties imposed by the applicable provisions of this Chapter. If such building, structure, or premises is occupied, the inspector shall present credentials to the occupant and shall request entry. If such building, structure, or premises is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person having charge or control of the building, structure, or premises and request entry. If entry is refused, the inspector shall have recourse to the remedies provided by law for entry. In the event of an emergency involving actual or imminent sanitary sewer overflow, the inspector may access adjoining businesses or properties that share a sewer system with a food service establishment in order to prevent or remediate an actual or imminent sewer overflow.

Section 20: Noncompliance fees, letters and schedules

(a) Re-inspection fee. Any food service establishment in noncompliance with the terms and conditions specified in its permit or with any provision of these regulations shall pay a noncompliance fee. The purpose of the noncompliance fee is to compensate DeKalb County and/or the City of Dunwoody for costs of additional inspections, follow-ups, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the noncompliance, and shall be in addition to and not in lieu of any penalties as may be assessed pursuant to these regulations. Noncompliance fees shall be in the amount adopted by Dekalb County.

(b) Noncompliance letters. Immediately following every inspection and/or FOG evaluation, the food service establishment inspected shall receive a letter indicating the results of the inspection. A certified letter of noncompliance means the food service establishment is in violation of the applicable provisions of this Code. Letters of noncompliance shall include a description of the code being violated and the immediate course of action the food service establishment shall be required to take to come into compliance. Failure to comply with a letter of non-compliance is also a violation of these regulations.

(c) Compliance schedule. Upon determination that a food service establishment is noncompliant with the terms and conditions specified in its permit or any provision of these regulations or needs to construct and/or acquire and install a FOG interceptor, the FOG control program manager may also issue and require the food service establishment to abide by a compliance schedule. The issuance of a compliance schedule may contain terms and conditions including, but not limited to, requirements for installation of a FOG interceptor and facilities, submittal of drawings or reports, audit of waste hauling records,

best management and waste minimization practices, payment of fees, or other provisions to ensure compliance with these regulations.

(d) Fees. The FOG control program manager shall not issue a compliance schedule until such time as all amounts owed by the food service establishment due to DeKalb County or the City are paid in full. If compliance is not achieved in accordance with the terms and conditions of a compliance schedule, the FOG control program manager may issue an order suspending or revoking the FOG wastewater discharge permit.

Section 21: Permit suspension and revocation

(a) Permit suspension and revocation. The FOG control program manager may suspend or revoke any permit when it is determined that a food service establishment:

(1) Fails to comply with the terms and conditions of a noncompliance letter or compliance schedule order;

(2) Destroys, removes, conceals, or knowingly provides a false statement, representation, record, report, or other document to DeKalb County or the City;

(3) Refuses to provide records, reports, plans, or other documents required by DeKalb County to determine permit terms or conditions, discharge compliance, or compliance with these regulations;

(4) Falsifies, tampers with, destroys, or knowingly renders inaccurate any monitoring device or sample collection method;

(5) Does not make timely payment of all amounts owed for user charges, permit fees, or any other fees imposed pursuant to these regulations;

(6) Causes interference, a sewer blockage, or a sanitary sewer overflow in the sewer system, violates FOG interceptor maintenance requirements, violates any condition or limit of its FOG wastewater discharge permit, or violates any provision of these regulations; or

(7) Refuses to accept a notice by personal service or certified mail.

(b) Notification.

(1) When the FOG control program manager has reason to believe that grounds exist for permit suspension or revocation, he/she shall give written notice thereof by certified mail to the food service establishment setting forth a statement of the facts and grounds deemed to exist, together with the time and place where the charges shall be heard by the Director. The hearing date shall be not less than fifteen (15) calendar days or more than forty-five (45) calendar days after the mailing of such notice.

(2) At the suspension or revocation hearing, the food service establishment shall have an opportunity to respond to the allegations set forth in the notice by presenting written or oral evidence. The hearing shall be conducted in accordance with written procedures established by the Director. The Director shall conduct the hearing and shall render a decision in writing within thirty (30) calendar days after the conclusion of the hearing.

(3) The written decision and order of the Director shall be sent by certified mail to the food service establishment at the food service establishment's business address. Upon an order of suspension or revocation by the FOG control program manager becoming final, the food service establishment shall immediately cease and desist its discharge and shall have no right to discharge any wastewater containing FOG directly or indirectly into DeKalb County's sewer system for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the food service establishment. Any owner or responsible management employee of the food service establishment shall be bound by the order of suspension or revocation. Upon an order of revocation by the FOG control program manager becoming final, the food service establishment shall permanently lose all rights to discharge any wastewater containing FOG directly or indirectly to DeKalb County's sewer system. All costs for physical termination shall be paid by the food service establishment.

(4) An order of permit suspension or revocation issued by the FOG control program manager shall be final in all respects on the sixteenth (16th) day after it is mailed to the food service establishment.

(c) Damage to facilities or interruption of normal operations of the sewer system. Any person who discharges any waste which causes or contributes to any sewer blockage, sanitary sewer overflows, obstruction, interference, damage, or any other impairment to DeKalb County's sewer system and/or equipment, or to the operation of those facilities and/or equipment shall be liable for all costs required to clean and/or repair the facilities and/or equipment, together with expenses incurred to resume normal operations. A service charge of twenty-five (25) percent of DeKalb County's or the City’s costs shall be added to the costs and charges to reimburse DeKalb County and/or the City for miscellaneous overhead, including administrative personnel and recordkeeping. The total amount shall be payable within forty five (45) days of invoicing. Any person who discharges a waste which causes or contributes to DeKalb County or the City violating its discharge requirements established by any Regulatory Agency incurring additional expenses or suffering losses or damage to the facilities and/or equipment shall be liable for any costs or expenses incurred by DeKalb County and/or the City, including regulatory fines, penalties, and assessments made by other agencies or a court.

(d) Termination of water service to the food service establishment. DeKalb County, by order of the FOG control program manager, may physically terminate water service to any property as follows:

(1) If so ordered in any order of suspension or revocation of a permit; or

(2) Upon the failure of a person not holding a valid FOG Wastewater discharge permit to immediately cease the discharge, whether direct or indirect, to DeKalb County's sewer system after the issuance of a final order or suspension or revocation.

(3) All costs for physical termination of the water service shall be paid by the owner or operator of the food service establishment as well as all costs for reinstating service.

(e) Emergency suspension order. DeKalb County may, by order of the FOG control program manager or designee, suspend water service when the FOG control program manager or designee determines that such suspension is necessary in order to stop an actual or impending discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, or to the environment, or may cause sanitary sewer overflows, sewer blockages, interference to DeKalb County's sewer facilities, or may cause DeKalb County and/or the City to violate any State or Federal law or regulation. Any discharger notified of and subject to an emergency suspension order shall immediately cease and desist the discharge of all wastewater containing FOG to the sewer system.

(f) Emergency suspension hearing. As soon as reasonably practicable following the issuance of an emergency suspension order, but in no event more than five (5) business days following the issuance of such order, the Director shall hold a hearing to provide a food service establishment the opportunity to present information in opposition to the issuance of the emergency suspension order. Such a hearing shall not stay the effect of the emergency suspension order. The hearing shall be conducted in accordance with written procedures established by the Director. The Director shall issue a written decision and order within two (2) business days following the hearing, which decision shall be sent by certified mail to the food service establishment at that food service establishment's business address. This decision shall either lift the emergency suspension order or suspend or revoke the permit subject to the suspension and revocation appeal process set forth in these regulations.

Section 22: Criminal penalties

(a) Any person that does anything prohibited or fails to do anything required by these regulations, upon citation and conviction of the violation in the City of Dunwoody Municipal Court, shall be subject to the penalties in accordance with Chapter 1 of the Dunwoody Code of Ordinances. Where any offense or violation continues from day to day, each day's continuance thereof shall be deemed a separate offense.

(b) Upon a second and subsequent conviction within a twelve-month period, measured from the date of the first conviction, of any violation of these regulations, the Municipal Court

shall impose a fine of not less than five hundred dollars ($500.00) in addition to any other penalty or punishment imposed by the court.

(c) Upon a third and subsequent conviction within a twelve-month period measured from the date of the first conviction of any violation of these regulations, the Municipal Court shall impose a fine of one thousand dollars ($1,000.00) in addition to any other penalty or punishment imposed by the court.

(d) The penalties provided in this section are not cumulative and shall not prohibit DeKalb County or the City from pursuing any other civil or criminal remedies authorized by this Code, the Dekalb County Code of Ordinances, State, or Federal law.

Division 6: Rates and Charges

Section 1: Levied

A service charge is levied and assessed for the operation and maintenance of the sewer system. This charge is based on the amount of potable water consumed per month by each contributor to the sewer system. The rate at which this charge is levied shall be as established by Dekalb County. The charges imposed by this Article may be periodically revised at the discretion of Dekalb County and pursuant to the intergovernmental agreement between Dekalb County and the City. A readiness-to-serve charge is imposed for the operation of the sewer system based on the size of the customer's water meter. A surcharge for overstrength waste, i.e., wastes consisting of total suspended solids and/or five-day biochemical oxygen demand materials in concentrations exceeding 250 mg/l, ammonia in concentrations exceeding 30 mg/l, and total phosphorus exceeding 10 mg/l, is levied at a rate approved and adopted by Dekalb County.

Section 2: Billing

The Dekalb County Finance Department will prepare for each contributor to the sewerage system a monthly or bimonthly notice of the amount due. This notice shall be addressed and mailed to the address as designated by the owner or occupant of the property. Payment is due in full ten (10) days from date notice is mailed, and shall be in default if not paid on or before the twentieth day after the date of the notice. Failure to receive the notice in no way relieves the occupant of liability for the amount due.

Section 3: Collection

The Dekalb County Finance Department will be responsible for the collection of all sewer service charges, pursuant to the Intergovernmental Agreement between Dekalb County and the City. It will have deposited to the account of the water and sewer fund of Dekalb County all sums collected for water and sewer services as soon as received.

Section 4: Disconnection of service for failure to pay

If payment has not been received twenty (20) calendar days after the date of the notice of amount due for sewer services, a default notice shall be sent to the occupant of the property. If payment is not received within ten (10) days after the date of the default notice, then Dekalb County will initiate action to terminate water service until such time as all sums due for sewer service, including penalties, are paid in full.

Section 5: Right to tax for benefit of sewer system

Nothing in this Article shall be construed as limiting the right of the City or Dekalb County to exercise its right as authorized by law to create, operate and maintain a sewerage system through the imposition of ad valorem taxation.

Section 6: Discharges to sewer system by persons or governments residing outside Dekalb County

No persons or governments residing or operating outside the limits of Dekalb County shall discharge or cause to be discharged any material into the sanitary sewer system of Dekalb County without the prior approval of Dekalb County.

Division 7: Phosphorus Control

Section 1: Declaration of policy

O.C.G.A. section 12-5-27.1 provides that whenever a local government entity is required by the environmental protection division to reduce phosphorus in its wastewater being discharged into the waters of the State, such local government entity shall pass an ordinance mandating the retail sale of low phosphorus household laundry detergent as part of its phosphorus reduction process. It is hereby declared to be the public policy of the City to encourage the use of clean phosphate-free household laundry detergents and to prohibit the sale of household laundry detergents which contain more than five-tenths (0.5) percent phosphorus by weight. The City adopts Dekalb County’s findings that such use and sale will be a cost-effective way to reduce the amount of phosphorus in wastewater discharge so as to protect Georgia's rivers and lakes downstream; promote health, safety, and welfare; and prevent injury to human health, plant and animal life, and property. It is vital to the health, well-being, and welfare of present and future inhabitants of the City that these sources be protected against contamination and pollution.

Section 2: Definitions

The following definitions shall apply in the interpretations and enforcement of this Division:

Household laundry detergent. A laundering cleaning compound in liquid, bar, spray, tablet, flake, powder, or other form used for domestic clothes-cleaning purposes. The term "household laundry detergent" shall not mean:

(1) A dishwashing compound, household cleaner, metal cleaner, degreasing compound, commercial cleaner, industrial cleaner, or other substance that is intended to be used for nonlaundry cleaning purposes;

(2) A detergent used in dairy, beverage, or food processing cleaning equipment;

(3) A phosphorus acid product, including a sanitizer, brightener, acid cleaner, or metal conditioner;

(4) A detergent used in hospitals, veterinary hospitals or clinics, or health care facilities or in agricultural production;

(5) A detergent used by industry for metal cleaning or conditioning;

(6) A detergent manufactured, stored, or distributed for use or sale outside of the State;

(7) A detergent used in any laboratory, including a biological laboratory, research facility, chemical laboratory, and engineering laboratory; or

(8) A detergent used in a commercial laundry that provides laundry services for hospitals, health care facilities, or veterinary hospitals.

Person. The term "person" shall mean any person, firm, partnership or corporation.

Phosphorus. The term "phosphorus" shall mean elemental phosphorus.

Section 3: Sales prohibited

It shall be unlawful for any person to sell at the retail level a household laundry detergent which contains greater than five-tenths (0.5) percent phosphorus by weight and is intended to be used for domestic clothes-cleaning purposes.

Section 4: Penalties for violation

Any person who violates any provision of this Division shall be subject to a fine not to exceed the maximum fine allowed under this Code. Each sales transaction shall constitute a separate offense.

Section 5: Civil Action

In addition to the penalty provided in section 4 above, Dekalb County and/or the City may maintain an action or proceeding in any court of competent jurisdiction to compel compliance with or restrain any violation of this Division.

Section 6: Individual right to damages

Nothing in this Division shall be construed to abridge, limit or otherwise impair the right of any person to damages or other relief on account of injuries to persons or property arising out of a violation of this Division and to maintain any action or other appropriate proceeding thereof.

CITY OF DUNWOODY
November 30, 2008
11:15pm SPECIAL CALLED
COUNCIL MEETING MINUTES

The Mayor and Council of the City of Dunwoody held a Special Called Meeting on Sunday, November 30, 2008 at 11:15pm. The Council Meeting was held at Dunwoody United Methodist Church located at 1548 Mount Vernon Road, Dunwoody, Georgia 30338. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor
City Attorney	Brian Anderson
City Manager	Warren Hutmacher

Mayor Ken Wright called the meeting to order. There being no announcements he asked everyone to stand for the Pledge of Allegiance.

MINUTES: No Minutes for consideration.

AGENDA APPROVAL: Mayor Wright announced as this was a Special Called Meeting, no agenda changes will be made. Council Member Wittenstein motioned, seconded by Council Member Shortal to approve the agenda as presented. The motion carried unanimously.

PUBLIC COMMENT: No Public Comment offered at this time.

UNFINISHED BUSINESS: No Unfinished Business on this agenda.

REPORTS AND PRESENTATION: No Reports and Presentation at this time.

NEW BUSINESS

CONTINUATION OF LAW: Acting City Clerk Jones read the Emergency Ordinance Providing for the Continuation of Ordinance and Law during the Transition Period Legislatively Established for the City of Dunwoody, Georgia, and the Adoption of the Ordinances by the City of Dunwoody, Georgia. Council Member Wittenstein made a motion to adopt this Emergency Ordinance for the Continuation of Ordinance and Law. Council Member Bonser seconded. The motion carried unanimously.

MORATORIUM ON APPLICATIONS/ISSUANCES: A Resolution imposing within the Territorial limits of the City of Dunwoody, Georgia, a Moratorium of sixty (60) days (unless sooner terminated) upon the Application For, or Issuance Of, Land Disturbance Permits, Building Permits, Use Permits, Land Use Permits, Land Development Permits, Clearing or Grading Permits, Sign Permits, Administrative Permits, Business Licenses, certain Alcohol Licenses, and Any and All other permits or licenses dependent upon or related to Zoning of Land in order to allow for the consideration and adoption of necessary Zoning Ordinances and preparation of necessary forms and adoption of necessary procedures for the Processing of such applications was read by Acting City Clerk Jones. Council Member Shortal motioned, seconded by Council Member Ross to adopt **Resolution 2008-11-20** imposing a sixty (60) day Moratorium. The motion carried unanimously.

EMERGENCY ORDINANCE CHAPTER 1, GENERAL PROVISIONS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 1: General Provisions, and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 1 (General Provisions) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Taylor to adopt this Emergency Ordinance for Chapter 1: General Provisions, as presented. The motion carried unanimously. **(Ordinance 2008-11-11)**

EMERGENCY ORDINANCE CHAPTER 2, ADMINISTRATION: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 2: Administration, and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 2 (Administration) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Wittenstein to adopt this Emergency Ordinance for Chapter 2: Administration, as presented. The motion carried unanimously. **(Ordinance 2008-11-12)**

EMERGENCY ORDINANCE CHAPTER 4, ALCOHOL BEVERAGES: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 4: Alcohol Beverages and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 4 (Alcohol Beverages) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Taylor to adopt this Emergency Ordinance for Chapter 4: Alcohol Beverages, as read. The motion carried unanimously. **(Ordinance 2008-11-13)**

EMERGENCY ORDINANCE CHAPTER 9, ETHICS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 9: Ethics and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 9 (Ethics) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Wittenstein to adopt this Emergency Ordinance for Chapter 9: Ethics, as presented. The

motion carried with a vote of 4-3 as Council Members Taylor, Bonser, Shortal opposed this motion and Council Members Ross, Wittenstein, Heneghan and Mayor Wright voting in favor of the motion. **(Ordinance 2008-11-14)**

EMERGENCY ORDINANCE CHAPTER 10, ELECTIONS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 10: Elections and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 10 (Elections) as Attached Hereto and Incorporated Herein. Council Member Wittenstein motioned, seconded by Council Member Bonser to adopt this Emergency Ordinance for Chapter 10: Elections, as presented. The motion carried unanimously. **(Ordinance 2008-11-15)**

EMERGENCY ORDINANCE CHAPTER 15, BUSINESS OCCUPATION TAXES, LICENSES AND REGULATIONS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 15: Business Occupation Taxes, Licensing and Regulations and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 15 (Business Occupation Taxes, Licensing and Regulations) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Taylor to adopt this Emergency Ordinance for Chapter 15: Business Occupation Taxes, Licensing and Regulations, as presented. The motion carried unanimously. **(Ordinance 2008-12-16)**

EMERGENCY ORDINANCE CHAPTER 18, MUNICIPAL COURT: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 18: Municipal Court and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 18 (Municipal Court) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Bonser to adopt this Emergency Ordinance for Chapter 18: Municipal Court, as presented. The motion carried unanimously. **(Ordinance 2008-11-17)**

EMERGENCY ORDINANCE CHAPTER 24, TAXATION: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 24: Taxation and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 24 (Taxation) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Heneghan to adopt this Emergency Ordinance for Chapter 24: Taxation, as read. The motion carried unanimously. **(Ordinance 2008-11-18)**

OTHER BUSINESS: City Attorney Brian Anderson explained to the council that Emergency Ordinances can be passed on their first reading and the reasons for passing these emergency ordinances and a First Read at the meeting following our midnight meeting. These ordinances will be considered again by council later this morning at their December 1, 2008 12:01 a.m. meeting in order to have ordinances in place when the City of Dunwoody officially opens.

Council Member Shortal invited everyone to the Farm House after the Council's December 1st Midnight Meeting for a small celebration.

Public Comment: Mr. Ludwig asked about the multiple ordinances passed and which ordinance does the public need to go by.

Mr. Dallas congratulated council; announced that Dekalb County is reviewing their Zoning and Land Use Ordinance; commented on the process and need to have the community involvement.

There being no further business, Council Member Heneghan motioned to adjourn, seconded by Council Member Ross. The motion carried unanimously. The meeting was adjourned.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk (Seal)

CITY OF DUNWOODY
DECEMBER 1, 2008
12:01AM
SPECIAL CALLED
COUNCIL MEETING MINUTES

After a brief Ribbon Cutting Ceremony, the Mayor and Council of the City of Dunwoody held a council meeting on Monday, December 1, 2008 at 12:01am. The meeting was held at Dunwoody United Methodist Church located at 1548 Mount Vernon Road, Dunwoody, Georgia 30338. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor
City Attorney	Brian Anderson
City Manager	Warren Hutmacher

Mayor Ken Wright called the meeting to order. There being no announcements he asked everyone to stand for the Pledge of Allegiance.

MINUTES: No Minutes for consideration.

AGENDA APPROVAL: Mayor Wright announced as this was a Special Called Meeting, no agenda changes will be made. Council Member Shortal motioned, seconded by Council Member Taylor to approve the agenda as presented. The motion carried unanimously.

PUBLIC COMMENT: No Public Comment offered at this time.

UNFINISHED BUSINESS: No Unfinished Business on this agenda.

REPORTS AND PRESENTATION: Mayor Wright asked City Manager to give a brief overview of how things are progressing at city hall. Operations will begin at 7:30am in the morning, will be fully operational by January 1, 2009, the vendor firms will be ready to go.

NEW BUSINESS

EMERGENCY ORDINANCE FOR THE CONTINUATION OF LAW: Acting City Clerk Jones read the Emergency Ordinance Providing for the Continuation of Ordinance and Law during the Transition Period Legislatively Established for the City of

Dunwoody, Georgia, and the Adoption of the Ordinances by the City of Dunwoody, Georgia. Council Member Shortal made a motion to adopt this Emergency Ordinance for the Continuation of Ordinance and Law. Council Member Wittenstein seconded. The motion carried unanimously. Brian Anderson informed council of the process for adopting Emergency Ordinances, and explained the City of Dunwoody's Charter allows the council to adopt Ordinances with only ONE READ within their first ninety days (90) of operation. The Emergency Ordinances need to be passed for ease of transition of governmental authority, and some ordinances require following the Zoning Procedures Law. The council will consider both Emergency Ordinances and Ordinances with only One Read tonight in order to help with a smoother transition into cityhood. **(Ordinance 2008-12-19)**

MORATORIUM ON APPLICATIONS/ISSUANCES: A Resolution imposing within the Territorial limits of the City of Dunwoody, Georgia, a Moratorium of sixty (60) days (unless sooner terminated) upon the Application For, or Issuance Of, Land Disturbance Permits, Building Permits, Use Permits, Land Use Permits, Land Development Permits, Clearing or Grading Permits, Sign Permits, Administrative Permits, Business Licenses, certain Alcohol Licenses, and Any and All other permits or licenses dependent upon or related to Zoning of Land in order to allow for the consideration and adoption of necessary Zoning Ordinances and preparation of necessary forms and adoption of necessary procedures for the Processing of such applications was read by Acting City Clerk Jones. Council Member Shortal motioned, seconded by Council Member Bonser to adopt Resolution 2008-12-21 imposing a sixty (60) day Moratorium. Under discussion, Wittenstein asked for clarification on how this affects business licenses. Attorney Riley explained how Business Occupation Taxes are dependent on zoning and they should be able to be issued by end of the year. The motion carried unanimously. **(Resolution 2008-12-21)**

RATIFICATION OF ACTIONS BY COUNCIL: Acting City Clerk Jones read a Resolution to Ratify the Actions Taken by the Mayor and Council of the City of Dunwoody, Georgia Prior to December 1, 2008. Council Member Wittenstein motioned, seconded by Council Member Taylor to adopt this Resolution to Ratify the Council's action. The motion carried unanimously. **(Resolution 2008-12-22)**

EMERGENCY ORDINANCE CHAPTER 1, GENERAL PROVISIONS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 1: General Provisions, and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 1 (General Provisions) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Heneghan to adopt this Emergency Ordinance for Chapter 1: General Provisions, as presented. The motion carried unanimously. **(Ordinance 2008-12-20)**

EMERGENCY ORDINANCE CHAPTER 2, ADMINISTRATION: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 2: Administration, and Providing for Inclusion and Identification in the Code of Ordinances

for the City of Dunwoody, Georgia to be referenced in the future as Chapter 2 (Administration) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Taylor to adopt this Emergency Ordinance for Chapter 2: Administration, as presented. The motion carried unanimously. **(Ordinance 2008-12-21)**

EMERGENCY ORDINANCE CHAPTER 4, ALCOHOL BEVERAGES: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 4: Alcohol Beverages and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 4 (Alcohol Beverages) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Wittenstein to adopt this Emergency Ordinance for Chapter 4: Alcohol Beverages, as presented. The motion carried unanimously. **(Ordinance 2008-12-22)**

EMERGENCY ORDINANCE CHAPTER 9, ETHICS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 9: Ethics and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 9 (Ethics) as Attached Hereto and Incorporated Herein. Council Member Heneghan motioned, seconded by Council Member Ross to adopt this Emergency Ordinance 2008-12-23 for Chapter 9: Ethics, as presented. During discussion, Council Member Shortal announced this chapter is too cumbersome and needs more clarification. The motion carried with a vote of 4-3 as Council Members Taylor, Bonser, Shortal opposed this motion and Council Members Ross, Wittenstein, Heneghan and Mayor Wright voting in favor of the motion. Attorney Anderson explained the City Charter states an Emergency Ordinance needs a Super Majority in order be become effective, as this does not pass unanimously this ordinance does not pass as an Emergency Ordinance. Council Member Heneghan asked for clarification on this ordinance as it was voted on at the November 30th meeting. Attorney Anderson explained that the ordinance would not be designated as passed at that time either.

EMERGENCY ORDINANCE CHAPTER 10, ELECTIONS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 10: Elections and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 10 (Elections) as Attached Hereto and Incorporated Herein. Council Member Taylor motioned, seconded by Council Member Bonser to adopt this Emergency Ordinance for Chapter 10: Elections, as presented. The motion carried unanimously. **(Ordinance 2008-12-24)**

EMERGENCY ORDINANCE CHAPTER 15, BUSINESS OCCUPATION TAXES, LICENSES AND REGULATIONS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 15: Business Occupation Taxes, Licensing and Regulations and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 15 (Business Occupation Taxes, Licensing and Regulations) as Attached Hereto and Incorporated

Herein. Council Member Shortal motioned, seconded by Council Member Wittenstein to adopt this Emergency Ordinance for Chapter 15: Business Occupation Taxes, Licensing and Regulations, as presented. The motion carried unanimously. **(Ordinance 2008-12-25)**

EMERGENCY ORDINANCE CHAPTER 18, MUNICIPAL COURT: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 18: Municipal Court and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 18 (Municipal Court) as Attached Hereto and Incorporated Herein. Council Member Wittenstein motioned, seconded by Council Member Taylor to adopt this Emergency Ordinance for Chapter 18: Municipal Court, as presented. The motion carried unanimously. **(Ordinance 2008-12-26)**

EMERGENCY ORDINANCE CHAPTER 24, TAXATION: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 24: Taxation and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 24 (Taxation) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Heneghan to adopt this Emergency Ordinance for Chapter 24: Taxation, as presented. The motion carried unanimously. **(Ordinance 2008-12-27)**

ONE READ CONTINUATION OF LAW ORDINANCE: Acting City Clerk Jones announced the ONE READ for Ordinance Providing for the Continuation of Ordinance and Law during the Transition Period Legislatively Established for the City of Dunwoody, Georgia, and the Adoption of the Ordinances by the City of Dunwoody, Georgia. Council Member Wittenstein made a motion to adopt this ONE READ Ordinance for the Continuation of Ordinance and Law. Council Member Taylor seconded. The motion carried unanimously. **(Ordinance 2008-12-27A)**

ONE-READ ORDINANCE CHAPTER 1, GENERAL PROVISIONS: Acting City Clerk Jones read this ONE READ Ordinance to Adopt and Approve Chapter 1: General Provisions, and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 1 (General Provisions) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Taylor to adopt this Emergency Ordinance for Chapter 1: General Provisions, as presented. The motion carried unanimously. **(Ordinance 2008-12-28)**

For clarification purposes, Attorney Anderson explained why the council is considering and adopting an ordinance with just one reading. These ordinances are separate ordinances that can be adopted with just one reading during the first ninety (90) days of cityhood as allowed by the City Charter.

ONE-READ ORDINANCE CHAPTER 2, ADMINISTRATION: Acting City Clerk Jones read the ONE READ Ordinance to Adopt and Approve Chapter 2: Administration,

and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 2 (Administration) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Bonser to adopt this ONE READ Ordinance for Chapter 2: Administration, as presented. The motion carried unanimously. **(Ordinance 2008-12-29)**

ONE-READ ORDINANCE CHAPTER 4, ALCOHOL BEVERAGES: Acting City Clerk Jones read the ONE READ Ordinance to Adopt and Approve Chapter 4: Alcohol Beverages and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 4 (Alcohol Beverages) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Taylor to adopt this ONE READ Ordinance for Chapter 4: Alcohol Beverages, as presented. The motion carried unanimously. **(Ordinance 2008-12-30)**

ONE-READ ORDINANCE CHAPTER 9, ETHICS: Acting City Clerk Jones read the Emergency Ordinance to Adopt and Approve Chapter 9: Ethics and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 9 (Ethics) as Attached Hereto and Incorporated Herein. Council Member Ross motioned, seconded by Council Member Heneghan to adopt this Emergency Ordinance for Chapter 9: Ethics, as presented. The motion carried with a vote of 4-3 as Council Members Taylor, Bonser, Shortal opposed this motion and Council Members Ross, Wittenstein, Heneghan and Mayor Wright voting in favor of the motion. One read rules are the same as First and Second Reads, so this motion carries. **(Ordinance 2008-12-31)**

ONE-READ ORDINANCE CHAPTER 10, ELECTIONS: Acting City Clerk Jones read the ONE READ Ordinance to Adopt and Approve Chapter 10: Elections and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 10 (Elections) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Heneghan to adopt this ONE READ Ordinance for Chapter 10: Elections, as presented. The motion carried unanimously. **(Ordinance 2008-12-32)**

ONE-READ ORDINANCE CHAPTER 15, BUSINESS OCCUPATION TAXES, LICENSES AND REGULATIONS: Acting City Clerk Jones read the ONE READ Ordinance to Adopt and Approve Chapter 15: Business Occupation Taxes, Licensing and Regulations and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 15 (Business Occupation Taxes, Licensing and Regulations) as Attached Hereto and Incorporated Herein. Council Member Taylor motioned, seconded by Council Member Ross to adopt this ONE READ Ordinance for Chapter 15: Business Occupation Taxes, Licensing and Regulations, as presented. The motion carried unanimously. **(Ordinance 2008-12-33)**

ONE-READ ORDINANCE CHAPTER 18, MUNICIPAL COURT: Acting City Clerk Jones read the ONE READ Ordinance to Adopt and Approve Chapter 18:

Municipal Court and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 18 (Municipal Court) as Attached Hereto and Incorporated Herein. Council Member Taylor motioned, seconded by Council Member Wittenstein to adopt this ONE READ Ordinance for Chapter 18: Municipal Court, as presented. The motion carried unanimously. **(Ordinance 2008-12-34)**

ONE READ-ORDINANCE CHAPTER 24, TAXATION: Acting City Clerk Jones read the ONE READ Ordinance to Adopt and Approve Chapter 24: Taxation and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 24 (Taxation) as Attached Hereto and Incorporated Herein. Council Member Shortal motioned, seconded by Council Member Bonser to adopt this ONE READ Ordinance for Chapter 24: Taxation, as read. The motion carried unanimously. **(Ordinance 2008-12-35)**

FIRST READ of ORDINANCE FOR THE CONTINUATION OF LAW: Acting City Clerk Jones read an Ordinance providing for the Continuation of Ordinance and Law during the Transition Period Legislatively Established for the City of Dunwoody, Georgia, and the Adoption of the Ordinances by the City of Dunwoody, Georgia. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 1, GENERAL PROVISIONS: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 1: General Provisions, and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 1 (General Provisions) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 2, ADMINISTRATION: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 2: Administration, and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 2 (Administration) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 4, ALCOHOL BEVERAGES: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 4: Alcohol Beverages and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 4 (Alcohol Beverages) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 9, ETHICS: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 9: Ethics and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 9 (Ethics) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 10, ELECTIONS: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 10: Elections and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 10 (Elections) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 15, BUSINESS OCCUPATION TAXES, LICENSES AND REGULATIONS: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 15: Business Occupation Taxes, Licensing and Regulations and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 15 (Business Occupation Taxes, Licensing and Regulations) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 18, MUNICIPAL COURT: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 18: Municipal Court and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 18 (Municipal Court) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

FIRST READ of ORDINANCE CHAPTER 24, TAXATION: Acting City Clerk Jones read an Ordinance to Adopt and Approve Chapter 24: Taxation and Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 24 (Taxation) as Attached Hereto and Incorporated Herein. FIRST READ ONLY

ELECTION of MAYOR PRO TEM: Mayor Wright motioned to elect Denis Shortal as Mayor Pro Tem. Council Member Ross seconded the motion. Council Member Shortal accepted the appointment. The motion carried unanimously.

APPOINTMENT OF ASSISTANT CITY ATTORNEY: Acting City Clerk Jones read Resolution 2008-12-23 appointing the Law Firm Riley, Lewis & McLendon as the Assistant City Attorneys for the City of Dunwoody. Council Member Wittenstein motioned, seconded by Council Member Heneghan. The motion carried unanimously. **(Resolution 2008-12-23)**

NOTIFICATION TO DEKALB COUNTY: Council Member Shortal motioned, seconded by Council Member Taylor to notify Dekalb County that the City of Dunwoody would be taking over certain services and powers. Under discussion, Council Member Heneghan requested a listing of these services and powers. Attorney Anderson reviewed items to be submitted. Council Member Wittenstein motioned to amend the motion to add Code Enforcement to the List as read by Attorney Anderson. Council Member Ross seconded. The amended motion carried unanimously. Council Member Ross reviewed the various parks that are included in this listing, the management of the parks and how Dekalb County allocates funding for these parks. Council Member Heneghan asked for inspection and documentation of the current condition of the parks and buildings, he

reiterated that safety is a majority concern. Council Members Taylor and Shortal voiced support of Council Member's Heneghan comments. City Attorney Anderson clarified the list included Operation of Park, no Maintenance was addressed, this could be part of ownership of the park should the council wish to amend the listing. Council Member Wittenstein amended the motion to include not only Parks Operation, but to include Parks Maintenance. Council Member Ross seconded the amendment. The amended motion carried unanimously. Mayor Wright called for a vote on the main motion, the main motion carried unanimously as amended. **(ACTION ITEM)**

DECEMBER 18, 2008 MEETING: This action authorizes the call for the Special Meeting on December 18, 2008. Council Member Wittenstein motioned, seconded by Council Member Ross to call a meeting December 18, 2008 to adopt Dunwoody Zoning Ordinance and to adopt the policies and procedures for calling and conducting hearings. **(ACTION ITEM)**

DUNWOODY SIGN ORDINANCE: Council Member Wittenstein motioned, seconded by Council Member Bonser to hold a meeting on December 18, 2008 to adopt the Sign Ordinance for the City of Dunwoody. The motion carried unanimously. **(ACTION ITEM)**

IGA FIRE & RESCUE SERVICES: Council Member Ross motioned, seconded by Council Member Wittenstein, to approve Resolution 2008-12-24 Authorizing and Approving the Intergovernmental Agreement between the City of Dunwoody and Dekalb County for Fire and Rescue Services. The motion carried unanimously. **(Resolution 2008-12-24)**

IGA WATER & SEWER SERVICES: Council Member Shortal motioned, seconded by Council Member Taylor, to approve Resolution 2008-12-25 Authorizing and Approving the Intergovernmental Agreement between the City of Dunwoody and Dekalb County for Water and Sewer Services. The motion carried unanimously. **(Resolution 2008-12-25)**

IGA 9-1-1 EMERGENCY SERVICES: Council Member Taylor, seconded by Council Member Heneghan, made a motion to approve Resolution 2008-12-26, Authorizing and Approving the Intergovernmental Agreement between the City of Dunwoody and Dekalb County for 911 Emergency Communication Services. Under discussion, Council Member Shortal announced these IGA's are at no additional costs to the citizens. The motion carried unanimously. **(Resolution 2008-12-26)**

OTHER BUSINESS: The number to Dunwoody City Hall is confirmed as 678-382-6700!

PUBLIC COMMENT: Steve Ludwig commented about the county vehicles parking in Brook Run Park, it may be safer for the vehicles to be there as there is not very much police patrolling.

Mayor and Council invited everyone over to the Farm House to help celebrate this occasion.

There being no further business, Council Member Heneghan motioned to adjourn, seconded by Council Member Ross. The motion carried unanimously. The meeting was adjourned.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk (Seal)

CITY OF DUNWOODY
DECEMBER 15, 2008
COUNCIL MEETING MINUTES

The Mayor and Council of the City of Dunwoody held a Work Session on Monday, December 15, 2008 at 7:00pm. The Work Session was held in the Francis Asbury Room at the Dunwoody United Methodist Church located at 1548 Mount Vernon Road, Dunwoody, Georgia 30338. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor

Mayor Ken Wright called the meeting to order.

PLEDGE OF ALLEGIANCE: The Pledge was led by Councilman Heneghan.

Mayor Wright called for opening public comments.

PUBLIC COMMENT:

Gerry Penn – Has history working with Code Enforcement and presented Council with copies of sample banner and sign violations for the past several years. She hoped the Council does not make it less restrictive to hang up banners and signs, as it invites clutter. In Sandy Springs, all the banners require permits with a sticker on them to show who has been permitted to hang the banner.

Ms. Harris – Stated that she noticed in the Zoning Code, on page 261, Section 4-54, concerning retaining walls, it adds the word "side" to "property line," which is a mistake and should be taken out.

There were no more Public Comments at that time.

PRESENTATION OF APPRECIATION FOR COMMUNITY

Beverly Wingate – About a month ago, she volunteered to get some items the City needed and she was there to present those gifts that evening, courtesy of some charitable organizations in the City. Individual members of the organization got up to present their gifts to the Mayor and City Council. *Citizens for Dunwoody* presented the Council an American flag and a Georgia flag to put inside City Hall. *Dunwoody Homeowner's Association* presented the City with name plates for each Council member and the Mayor. *Dunwoody Women's Club* presented the Mayor a gavel and name badges for the Mayor

and Council. Ms. Wingate then wanted to send the City Council her best wishes for the future.

Prior to continuing to the agenda, the Mayor suggested the creation of two committees, the Finance Committee and the Legislative Committee and suggested Councilmember Wittenstein to chair the Finance Committee and Councilmember Taylor to chair the Legislative Committee. Both accepted their posts.

The Mayor further wanted to relay his knowledge that there are nine (9) billboard applications currently filed and pending with Dekalb County for locations all over Dunwoody. They were filed on December 15th and have not yet been approved.

CHAPTER 7, BUILDING CODE:

Councilmember Wittenstein commented that he thought the watermark for bringing buildings back into code only at 50% remodeling is too high and would like to see it lower. Jeff Timler, Community Development Director, responded that most jurisdictions have the threshold at 50%, but there is no problem that he can detect to make it lower, but some circumstances may come into play. The 50% threshold would help property owners in case of a catastrophe and will cause less financial burden to the owner. Sometimes it would not be cost effective to make repairs with lower threshold and the owner would choose to demolish instead.

Councilmember Wittenstein also commented that the ordinance does not provide a threshold amount for internal repairs that can be done without a permit and was wondering whether it makes sense to force everyone to get a permit for any measure of internal repairs. Jeff Timler stated that this figure usually applies only in cases of certain electrical repairs and other sensitive works. Councilmember Wittenstein stated that people should be able to make small repairs to their house without having to get a permit every single time. Councilmember Shortal suggested that maybe a smaller amount than the original proposed $5,000 threshold should be added. Incoming Community Development Director Jennifer Peterson stated that the requirement for a permit usually depends on the factual circumstances of the particular work and is based on International Codes which have very complex determination criteria for when a permit is required. The International Codes also have written exemptions for various scopes of work. It's a constant education for a local government as to what work requires a permit and it becomes a continuous discussion with the citizens. Councilmember Shortal wants to put something in the ordinance to take care of emergency situations so people don't experience problems when, for example, their water heater bursts and repairs are needed immediately with no time to apply for a permit.

CHAPTER 14, LAND DEVELOPMENT AND ENVIRONMENTAL PROTECTION:

Councilmember Wittenstein noticed that the Appeals Board, pursuant to the ordinance, was allowed to grant variances for development up to the 25ft barrier to the water line and that seems too close. There is a full range, of course, in the ordinance,

from 75 feet to 25 feet for a variance, but that discretion always depends on who sits on the Appeals Board. Upon question to the staff, an unidentified audience member stated that the range in the ordinance is the state minimum and is continuous from Dekalb's ordinance, which has the same figures.

Councilmember Heneghan asked how close the Tree Protection ordinance is to Dekalb's. Jeff Timler replied that it's a much more comprehensive version that includes a Tree Bank. An arborist will be present in the City to make these determinations. The ordinance does not require a Tree Board of citizens. It also allows residential owners to cut down trees on their property while developers have to get permits for big projects which would uproot a large amount of canopy. Councilmember Wittenstein wanted to know whether this ordinance would allow for cutting down of as many trees as an owner would want. Jeff Timler responded that in determining arrangements of lots, it is good to know which trees you want to protect so you can make the best lots with proper protected trees. The City staff will make sure that as much is protected as possible in development of property. Councilmember Shortal added that there needs to be a balance between tree protection and owners' rights.

Councilmember Wittenstein commented that a requirement of 115% performance bond for developers in terms of tree protection seems a bit excessive. Jeff Timler responded that it was necessary to protect the vulnerable trees on the property for a certain period of time after development to ensure their continuous viability.

Councilmember Wittenstein also commented that the 5-feet wide sidewalks seem too wide. Richard Meehan, Director of Public Works, responded that the State road requirements are that sidewalks were a minimum of 5 feet wide.

CHAPTER 16 – OFFENSES AND VIOLATIONS:

Councilmember Wittenstein stated that the number of things made illegal by this ordinance boggles the mind. He stated that most of these he does not have problems with but is concerned about the prohibitions of drinking in public parks in Article I, Section 3(b) of the ordinance. This discourages gathering for picnics and should be taken out. He thinks that any problems, such as excessive drinking or littering, can be taken care of under other provisions of the Code and State law. He also wants to know if it is useful to have a provision for registration of commercial building alarms. Chief Grogan responded that there is a better ordinance that allows for an appeals process and it can be put in at a later date. However, generally, the false alarm ordinance helps the Police Department because every time they respond to unnecessary calls, it takes away from the manpower available on patrol. A more extensive ordinance can be enacted in the future to prevent false alarms. There's time to do it once the Police Department is in place.

Councilmember Wittenstein also wanted the Clean Air provisions in the ordinance to be tougher on businesses in terms of smoking regulations. Councilmember Taylor stated he wanted to make sure that the graffiti ordinance goes along with the Gwinnett Provisions and that it is reasonable against all property owners. Assistant City Attorney Felgin stated that this is the provision that the surrounding cities use and it

covers all the bases that were covered in the Gwinnett provision, except the Gwinnett provision has certain requirements for a Court that the City can't include as the Municipal Court does not have such an expansive jurisdiction. Councilmember Wittenstein also wanted to know whether the ordinance sets fines for the individual violations. City Attorney Anderson stated that those are usually recommended by the Municipal Court Judge and approved by Council separately and not included in the general offenses ordinance.

CHAPTER 17 – TRAFFIC AND PUBLIC ROADWAYS:

Councilmember Wittenstein wanted to know where the one-way street provisions are that were in the previous draft. Richard Meehan stated that they were taken out of the ordinance because they are already in a State standards book that is adopted by the ordinance. It doesn't prohibit the City, however, from designated what is and is not a one-way street.

CHAPTER 21 - SIGNS:

Councilmember Wittenstein opined that the ordinance prohibits neon signs and many businesses have neon "open" signs and we don't know whether we would want to prohibit them and make them suddenly nonconforming. Also, there is no prohibition for tri-vision signs even though there is a definition of such. Also, there is no prohibition for "Real Estate Signs." Jeff Timler stated that the definition for the Standard Informational Sign takes care of the Real Estate Signs problem. Councilmember Shortal asked whether the City would want to establish a time period to allow an unlimited amount of political signs. Jeff Timler responded that this provision is still in the ordinance as Section 8 on page 13. Councilmember Shortal then questioned as to whether the period of unlimited political signage should be limited to sixty (60) days prior to the election instead of starting at the qualification period. City Attorney Anderson stated that it is tough to restrict political speech, especially since qualifying for a post is the start of the campaign period for a particular candidate and people may want to put up signs on their property.

Mayor Wright asked to include in the ordinance an amortization provision for non-conforming signs. City Attorney Anderson replied that Georgia Courts have called it a Constitutional Taking if non-conforming signs are restricted in an amortization provision and forced to be taken down after a certain period of time without compensation. Mayor Wright replied that he still wanted to add those amortization provisions into the ordinance.

Jeff Timler, in response to additional questions concerning Real Estate Signs stated that the Standard Informational Sign can be up to four (4) feet high and twenty-four (24) square feet total and covers what would be Real Estate Signs.

CHAPTER 23 – STREETS AND SIDEWALKS:

Councilmember Heneghan stated that there are a number of bus shelters with advertising on them and wanted to know when MARTA will start paying the City the

franchise fees for those advertisements. City Attorney Anderson responded that MARTA will contact the City once the City becomes the enforcing entity to have that discussion.

CHAPTER 27 – CITY OF DUNWOODY ZONING ORDINANCE:

Councilmember Wittenstein had a problem with the number of parking spaces for commercial establishments – they are too many and may result in building too big a parking lot that isn't used to that extent. In addition, he would also like to see a map to go along with the Sexually Oriented Business portion of the ordinance to see where those businesses are placed under the Zoning Ordinance. City Attorney Anderson stated that at that point the City was attempting to get that map together for the Thursday meeting.

Councilmember Shortal stated that he did not see regulations of parking on the street in front of residential homes. Richard Meehan responded that some parking restrictions are located in Chapter 23 – Streets and Sidewalks. Councilmember Wittenstein thought that street parking is allowed in front of a residence as long as the car is not on someone's property. Richard Meehan responded that, in Chapter 17 – Traffic and Public Roadways – Article VI, it covers that in the abandoned vehicles provision for commercial vehicles. Councilmember Shortal reiterated that he would like to see a limitation on parking cars in front of houses. Councilmember Heneghan stated that this needs to be reasonable because some houses have large families that require several cars to be parked on the street in front of the house.

Mayor Wright suggested that the number of unrelated persons living in one house be reduced from the current amount of six (6). City Attorney Anderson stated that in Athens, Courts have allowed as little as three (3). Councilmember Heneghan wondered whether separate licensing can be created for such houses (like treatment centers) in residential neighborhoods – maybe a Special Use permit. Jeff Timler responded that the International Property Maintenance Code addresses many of these issues and the City will adopt it separately soon as well. Councilmember Wittenstein stated that, from his point of view, if the six (6) non-related people are not disruptive and want to share a house near the college, he doesn't see a problem with it. Councilmember Taylor stated that this has created problems with some houses in Dunwoody and he also wants to see the "6" figure lowered. Councilmember Shortal suggested that it be lowered to four (4). Mayor Wright reminded the Council that Supplemental Regulations of the Zoning Ordinance have a few exceptions to these requirements.

COMMUNITY COUNCIL

Mayor Wright stated that, after reviewing several opinions, he would prefer to put the Community Council back into the Zoning Ordinance as he believes it is an important part of a community's participation in the City government. He stated that, for the City, one community council would suffice. Councilmember Wittenstein and the rest of the Council agreed that one would suffice.

SEXUALLY ORIENTED BUSINESS ORDINANCE

Councilmember Wittenstein stated again that he would like the zoning map of the City to show where those businesses could potentially be located. He also suggested having tougher restrictions on smoking in those establishments just like he suggested in general for bars. The Council asked whether this was the final version of this ordinance and Assistant City Attorney Felgin informed the Council that it was pretty much the final version with only the distances to be filled in.

BUDGET FOR 2009 FISCAL YEAR

City Manager Hutmacher stated that at this point, the budget was a moving draft and still dynamic and will maybe have to be amended during the year to make sure that there is a surplus at the end of the year, which he is adamant that there will be. It is difficult to tell now as to how and what revenues will come in and he feels comfortable of the balance sheet. In addition, the budget contemplates 18 police cars and they're looking to possible lease more in the future. At first, the 18 cars will be running 24-hours per day to accommodate all the officers until such time after the first year that the City has more money to buy or lease police cars for each officer. Asked about the residual value of police vehicles, Chief Grogan stated that there is almost no residual value left after 5 years, especially with continuous use. Councilmember Ross stated that the City should look more towards a lease/purchase options on the cars as it would be more financially viable and lets someone else worry about the residual value of the vehicles.

Councilmember Wittenstein said that the budget shows a $500,000 transfer to a contingency fund – showing room for additional start-up expenses. He was wondering how much is attributed to the Dekalb County police expenses. City Manager Hutmacher stated that the budget calls for $400,000 per month for the County's police services – which was the County's last offer and, hopefully, will not be increased. As soon as expenses start being paid, the City will be able to show a cash-flow chart to show continuous expenditures for personnel with March showing double cost as the Police Department will start getting prepared while still paying Dekalb County for the services during that month until the April 1st start-up.

Councilmember Shortal asked the City Manager to address employee benefit packages. City Manager Hutmacher stated that they're working with a broker and have met with the GMA and looked at what the City can afford and what it needs and what's competitive, but there is no recommendation ready quite yet.

City Manager Hutmacher also stated that some non-departmental costs are attributed to legal services and he could not recall the breakdown of others in that category at that time.

BUSINESS LICENSE FEE PROPOSALS

City Attorney Anderson presented the fee structure proposal to the Council and stated that it should be the same as the current one in Dekalb County. Councilmember Shortal pointed out an error where the fee structure refers to "County" instead of "City." He asked whether the fee per employee, $4.00, was for a full time and/or part time

employee and was assured that it was for either. JoAnne Tuttle, Revenue Director, when asked about the change in use of State Taxation instead of Federal taxation for businesses applying for licenses, stated that the reason for the change is because some businesses have offices throughout the country and this method would assure a more accurate break-down of their business in the State. Councilmember Ross noticed that home businesses have a higher rate. City Attorney Anderson stated that the same flat fee applies for businesses with income up to $20,000 and the rate applies for gross receipts higher than that amount. However, he agreed that after that the home businesses do get charged more. Councilmember Wittenstein asked how the City will deal with businesses that have more than one office in the State. JoAnne Tuttle responded that those businesses will be asked to provide a breakdown of their income from various jurisdictions.

OTHER BUSINESS

Councilmember Heneghan stated that the City as well as Kingsley Elementary School have submitted a joint Grant Application to the State for sidewalk improvements on North Peachtree Road. Councilmember Ross discussed a branding competition he was part of as a judge at Dunwoody High School.

There being no further business, Councilmember Taylor made a motion to adjourn the meeting, seconded by Councilmember Ross. The motion carried 6-0 and the meeting was adjourned.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk (Seal)

Chapter 25: Water, Sewers and Sewage Disposal

Article I: Dekalb County Water System

Division 1: Generally

Section 1: Definitions

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

Agreement means a contract for water service between Dekalb County and the City of Dunwoody.

Approved means accepted in writing for planning, installation or activation by the Director.

Appurtenance means an item attached to or made part of a water main to divert or control flow, excluding taps and waterlines.

As-built design means a graphical presentation of the characteristics and scope of work performed which has been prepared by the engineer and approved by Dekalb County.

Authorized person means a regular and designated employee of ~~Dekalb County~~ City of Dunwoody or its legal agent.

Backflow means the flow of water or other liquids, mixtures, gases or other substances into the distributing pipes of the potable water supply from any source or sources.

Backflow prevention device means any effective device, method or construction approved by Dekalb County, used to prevent backflow into a potable water system. The type of device used should be based on the degree of hazard, either existing or potential.

Back-siphonage means a form of backflow due to a negative pressure within a potable water system.

Back pressure means a form of backflow due to a negative pressure within a potable water system.

Billing period means the time interval between issuance of statements for service.

City means the City of Dunwoody or its authorized agents-

Commercial customer means a person receiving service at premises where such person engages in nonmanufacturing business operations, as licensed by the City of Dunwoody.

Commodity charge means a billing to a customer reflecting the volume of water delivered.

Comprehensive plan means the currently adopted future land use plan for the City of Dunwoody.

Construction cost means the contractor's expense in constructing any additions or modifications to the water system.

Contractor means a person with whom Dekalb County, the City of Dunwoody, or a developer contracts for execution of work.

Cross-connection means any actual or potential connection or structural arrangement between the public potable water system or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.

Customer means a person receiving water service from Dekalb County.

Department means the ~~Public Works Department~~Dekalb County Department of Watershed Management or such other department as may hereafter be designated to enforce this Article.

Developer means a person engaged in building residential subdivisions, commercial or industrial complexes.

Development means any action in preparation for construction activities which results in alteration of either land or vegetation. This definition shall not apply to individual single-family dwelling unit construction within a subdivision recorded subsequent to July 28, 1970, or to alteration, modification or additions to single-family dwelling units except for, in either case, individual single-family lots where site plans for each are required by special designation on the recorded plat or such lots are located within the intermediate regional floodplain.

Director means the ~~Public Works~~Department of Watershed Management director of Dekalb County, or when a department other than the ~~public works department~~Dekalb County Department of Watershed Management is designated to enforce provisions of this Article, the director of such department.

Dwelling means a domicile intended for one (1) or more families.

Dwelling unit means that portion of a dwelling in which only one (1) family resides.

Engineer means a professional engineer practicing civil-sanitary engineering who is licensed by the State of Georgia.

Extension means an addition to the water system consisting of mains six (6) inches or larger in diameter and all appurtenances required or accepted by Dekalb county.

Fire hydrant means a system appurtenance for connection and flow control to temporary fire lines.

Fire line service means an unmetered or metered permanent connection to the system restricted to fire control use.

Guarantee deposit means a sum of money specified by Dekalb County deposited by a prospective customer as guarantee that bills for service will be paid.

Health hazard means an actual or potential threat of contamination, or pollution of a physical or toxic nature to the public potable water system or the consumer's potable water system to such a degree of intensity that there would be a danger to health.

Hearing means a public meeting called at the discretion of the City of Dunwoody or Dekalb County with appropriate public notice to evaluate merits of a system extension or modification.

Industrial customer means a person engaged in manufacture or processing of goods or materials, as licensed by ~~Dekalb County~~the City of Dunwoody.

Inspection means an action by an authorized person who may enter a customer's premises to inspect the water system and any plumbing connected thereto for their compliance with this Chapter.

Inspection fee means a charge to a customer, contractor, developer or other person for inspecting extensions or existing or new connections to the water system for their compliance with this Chapter.

Meter means a manufactured unit which is part of the system, used to measure and totalize volume of water flowing from the system into a customer's piping system.

Miscellaneous service means any noncontinuous service for which charges are set.

Off-site mains means system water mains installed outside of private property or tracts planned for development.

On-site mains means system water mains installed in easements or dedicated rights-of-way within private property or tracts planned for development.

Oversized mains means water mains sized for capacity in excess of that required to meet the short-term needs that prompted extension.

Planned extension means an extension of the water system by the county done as a programmed fulfillment of a step in its long-range planning process.

Plans means engineering drawings and specifications for extension of the system or for connections thereto, prepared by an engineer or by Dekalb County.

Plumber means a person licensed to render plumbing services in the ~~City~~State of Georgia.

Plumbing means piping and associated fixtures on a premises that are connected in any way to the water system.

Plumbing fee means that fee paid for the issuance of a plumbing permit.

Potable water means water meeting the requirements of the latest United States Public Health Service set of regulations, Drinking Water Standards, for use in control of water quality for interstate carriers.

Premises means building, house, store, plant or any other place where people live, work or congregate.

Private water system includes the water source, delivery piping and all appurtenances, excluding building plumbing, that serve more than one (1) dwelling unit or a commercial or industrial premises as a potable water supply.

Property owner means a person holding legal title to a premises or an authorized representative thereof.

Sanitary sewer means a pipe which carries sanitary sewage and excludes groundwaters, surface waters and stormwaters.

Service means the acts and procedures of supplying water to system customers.

Service charge means billing for recurring service that is provided, whether service is used or not.

Service cock means the valve placed on the service connection which is used to turn on and turn off the flow of water from the water main to the premises.

Service connection means the procedure of making service available to a customer, which includes the service line, water meter, service cock and the tap on initial installation; subsequent service connections will normally only require a water meter.

Service connection charge means a charge made by Dekalb County for the service connection including the tap fee when performed.

Service line means the waterline from a tap to and including meter and service cock if they are required.

Standard Methods refers to Standard Methods for the Examination of Water and Wastewater, latest edition, published by APHA, AWWA, and WPCF.

Sterilize or *sterilization* means the procedure of disinfecting water mains, service lines, plumbing and appurtenances by Dekalb County-approved methods.

Subdivision means any tract of land, divided, planned or developed as a subdevelopment with two (2) or more residences, buildings or building sites.

Surge means a sudden pressure change in the water system caused by rapid valve operation.

Tap means the procedure and result of connecting a service line or water main to an existing or new water main.

Tap fee means a charge made by Dekalb County for making a tap on its water main.

Unsanitary means unclean, unhealthy or harmful to the public health.

Valve means a plumbing appurtenance used to control flow in a water main or service line.

Water main or line means a pipeline in the water system.

Water system or *system* means the interrelated network for purification and delivery of drinking water owned by Dekalb County, including all water mains, service lines and appurtenances.

Section 2: Cross-connection survey team

The cross-connection survey team shall work under the direction of the Department, and shall have authority for implementation of the cross-connection requirements of Dekalb County. It shall have responsibility to see that backflow prevention devices are installed where required, tested for proper functioning upon completion of installation, and periodically tested for proper functioning after installation.

Section 3: Feasibility of providing service

Water service and fire protection shall be provided in the order of application and only if determined to be feasible and consistent with sound system operation.

Section 4: Water quality standards; inspection; record of treatment operations

The system shall supply potable water meeting current drinking water standards established by Federal, State and local authorities. The system shall be open to inspection and tests by such authorities upon reasonable notice. Per the Agreement, Dekalb County ~~shall~~ will maintain a record of water treatment operations available for public inspection by appointment with the Director.

Section 5: Continuity of service; consistency of quality

Per the Agreement, ~~T~~the City and Dekalb County shall make every reasonable effort to provide continuous service and potable water. The City ~~and Dekalb County~~ does not warrant that system malfunctions will not result in service interruptions or pressure changes, nor do they guarantee that water quality will not vary, nor do they guarantee that it will be directly suitable for special commercial or industrial processes. ~~Neither t~~The City ~~nor Dekalb County~~ does not assume~~s~~ any liability for damages caused by varying pressure, interrupted service or water quality changes.

Section 6: Emergency restriction of service

(a) The City and Dekalb County reserve the right to shut off or diminish flow in system mains due to repairs, emergencies or water shortage. Notice shall be given in the event of water shortage or prolonged routine maintenance interruptions of service. Notice is not required for emergency diversions of water or emergency repairs.

(b) During periods of dry weather, upon determination by Dekalb County that a water shortage or potential water shortage exists to the extent that Dekalb County water system may not have sufficient flows for domestic service and fire protection, the City or Dekalb County may issue such warning to the public as appropriate to effect conservation measures or the City ~~or Dekalb County~~ may by order or ordinance direct that unessential water usages, such as lawn watering and automobile washing, may be restricted to certain hours of the day or not permitted at all until the shortage or potential shortage no longer exists. Persons shall not violate such an order or ordinance.

(c) Any person who does anything prohibited or fails to do anything required either by this section or by an order or ordinance of the City ~~or Dekalb County~~, upon citation and conviction of the violation in a court of competent jurisdiction, including the City of Dunwoody Municipal Court, shall be subject to the penalties in accordance with this section and Chapter 1 of the Code of the City of Dunwoody. Where any offense or violation continues from day to day, each day's continuance thereof shall be deemed a separate offense.

(d) For a first violation of the provisions of this section or of an order or ordinance of the City ~~or Dekalb County~~ pursuant to this section, the Director of Watershed Management of Dekalb County or designee shall issue a written warning of the violation and if the

violation is not corrected immediately, a notice of violation shall be issued. If the first violation presents an imminent threat to public health or safety, the Dekalb County Director of Watershed Management, his designee or the City of Dunwoody Code Enforcement shall issue an immediate citation in lieu of a written warning.

(e) Upon conviction of any violation of this section or of an order or ordinance of the City ~~or Dekalb County~~ pursuant to this section, the court shall impose a fine of not less than two hundred and fifty dollars ($250.00) in addition to any other penalty or punishment imposed by the court.

(f) Upon a second and subsequent conviction within a twelve-month period measured from the date of the first conviction of any violation of this section or of an order or ordinance of the City ~~or Dekalb County~~ pursuant to this section, the court shall impose a fine of not less than five hundred dollars ($500.00) in addition to any other penalty or punishment imposed by the court.

(g) Upon a third and subsequent conviction within a twelve-month period measured from the date of the first conviction of any violation of this section or of an order or ordinance of the City ~~or Dekalb County~~ pursuant to this section, the court shall terminate water service to the property where the violation occurred for a period of time to be determined in the discretion of the court, impose a fine of not less than one thousand dollars ($1,000.00) and impose a minimum jail sentence of twenty-four (24) hours.

(h) The penalties provided in this section are not cumulative and shall not prohibit the City ~~or DeKalb County~~ from pursuing any other civil or criminal remedies authorized by this Code, the Dekalb County Code of Ordinances, State, or Federal law.

Section 7: Enlargement, improvement of water supply

Per the Agreement, Dekalb County may contract for additional water sources to enlarge and improve the water supply. A public evaluation study prior to contracting shall be made to determine cost effectiveness and to assess the impact of substantial improvements.

Section 8: System financing

Per the Agreement, ~~T~~the system shall be self-sustaining from its revenues, grants and other incomes. Expansions and improvements of service shall be effected using funds in system accounts or by sale of system revenue certificates. Per the Agreement, t~~T~~he DeKalb County ~~Public Works~~ Department of Watershed Management will prepare annual reports of planned expansion and improvement for review ~~by the Dekalb County Board of Commissioners~~by the City of Dunwoody City Council.

Section 9: General maintenance and protection of service policy

Per the Agreement, Dekalb County ~~shall~~ will take all reasonable and necessary measures to protect the water system from contamination and to assure a continuous supply of potable

water. Customers and other persons shall observe all procedures promulgated by Dekalb County to meet the above objectives with particular reference to the maintenance and protection procedures contained in this Article.

Section 10: Protection of water sources, storage facilities

No person shall enter the premises of water storage facilities or reservoirs without authorization from the Department. No person shall place any contaminating substances in water sources or water storage facilities.

Section 11: Connections, taps, etc., by authorized persons only

Waterlines shall not be uncovered or tampered with unless authorized by Dekalb County, nor shall any appurtenance of the system be operated except by an authorized person. No service connection shall be made except by an authorized person. No contractor, plumber or other person shall tap any water main without written permission from the Department. Service cocks shall be operated only by a contractor or plumber making repairs on plumbing or waterlines or by an authorized person.

Section 12: Proximity of water lines to sanitary sewers

No sanitary sewer shall be placed within ten (10) feet horizontally of a waterline nor less than three (3) feet above or below a waterline without special protection approved by the Department.

Section 13: Fire hydrant use

Fire hydrants shall not be operated without authorization from Dekalb County, except in case of fire. Use of fire hydrants is classified as temporary service and is subject to all procedures set forth by Dekalb County for such use.

Section 14: Surge protection

Customers shall not employ fast-acting valves on any line or connection thereto without surge protection approved by Dekalb County.

Section 15: Electrical grounding

No new or revamped wiring systems or electrical appliances that may induce shock shall be grounded to the water system or connected thereto. Grounding rods or other devices will be employed.

Section 16: Covering of appurtenances

Pavement or earthwork shall not be placed over any valve or box cover nor shall such appurtenances to the system be rendered inaccessible to Dekalb County.

Section 17: Location, ownership of facilities

Per the Agreement, ~~T~~the entire water system up to and including meters is the property of Dekalb County, except for other water systems connected by agreement. In no case shall mains or appurtenances be placed outside of public rights-of-way or appropriate easements. Title shall not be conveyed to Dekalb County for mains or appurtenances without simultaneous conveyance of necessary easements or rights-of-way. Title to any water system property or components shall not be conveyed to any person unless Dekalb County approves such to be obsolete, surplus, and not needed in long-range system plans and further provided that Dekalb County receives compensation or credit in amount of fair market value.

Section 18: Inspection of premises; right of entry

(a) Application for water service shall constitute agreement that a customer shall allow Dekalb County and its authorized agents' ~~inspection~~, inspection of the premises for violation of this Article, maintenance of the system, meter reading, testing, surveys, and inspection of waterline construction. Entry to premises for any purpose other than routine and agreed-upon operations shall be preceded by due notice served as provided in this section.

(b) Due notice shall consist of a certified letter, return receipt requested, being mailed to the person refusing to allow entry. This notice shall require acknowledgement and agreement of that person to allow entry, giving ten (10) days' time after receipt of due notice for this to be made. When due notice is given for purpose of access for surveys or inspection, acknowledgement and agreement to allow entry shall be made within the same ten (10) days and no offense is presumed. Thereafter Dekalb County and its authorized agents, may issue citations by certified letter for each day of violation now presumed only after issuing a second due notice for violation as outlined above.

(c) Dekalb County and its authorized agents and employees may enter upon any lands in the City for the purpose of making such surveys, soundings, drillings, and examinations as Dekalb County may deem necessary or desirable to accomplish the purposes of planning and engineering water system improvements; and such entry shall not be deemed a trespass nor shall it be deemed an entry which would constitute a taking in a condemnation proceeding, providing that reasonable notice of such entry shall be done in a reasonable manner with as little inconvenience as possible to the owner or occupant of the property, and per the Agreement, Dekalb County ~~shall~~ will make reimbursement for any actual damages resulting from such entry or indemnify the City for same to the extent permitted by State law.

Division 2: Extensions of Service

Section 1: Planned Extensions to Developed Areas

Dekalb County may, as part of its continuing service to residents, extend water service without petition to developed areas presently obtaining service from other sources. In such cases, a property owner must tie onto the Dekalb County system if service is available within three hundred (300) feet of the premises' property line after due notice from Dekalb C~~c~~ounty.

Section 2: Planned Extensions to developing areas

Dekalb County may, as part of its continuing service to residents, extend water service to areas planned for development or in the course of development provided that cost benefits analysis shows projected revenues or cost participation to be sufficient to warrant extension.

Section 3: Incorporation of private systems

Existing water systems in apartment and condominium developments, office complexes and similar developments including subdivision water mains may be incorporated into the Dekalb County water system on approval by Dekalb County. System water mains and appurtenances must meet Dekalb County standards for materials and design. Remedial work costs to meet standards shall be borne by developers, owners or customers using or administering the system prior to conveyance.

Section 4: Requests for installation of water mains on existing City ~~or Dekalb County~~ roads

(a) A request for the installation of a water main by City residents who live on existing City ~~or Dekalb County~~ roads not serviced by the water system shall be presented to the City of Dunwoody City Council and the Board of Commissioners of Dekalb County through the Department on petition forms provided by the Department. The petitioner shall agree to pay the service connection charge for each residence prior to installation of the new main for use when the main is complete. This purchase will not be required if the petitioner has previously purchased a meter for the address in the petition.

(b) A maximum of one hundred (100) linear feet of water main will be installed by Dekalb County for each petitioner without charge. If additional footage is required to serve all petitioners, the petitioners shall reimburse Dekalb County for any excess footage at the per-linear-foot charge of an eight-inch line based upon the actual estimated cost of construction. This sum shall be on a pro rata basis or in a specified amount for each petitioner listed on the petition with the total of the amounts specified equaling the total reimbursable cost. Pro rata costs shall be equally divided based on the total number of petitioners rather than on the length required to cover the frontage of each petitioner.

(c) Prior to submission of the petition, the petitioner shall be provided with cost data by Dekalb County for the total length of water main installation required. The petition shall

be presented to Dekalb County at which time a preliminary design will be prepared by Dekalb County for the water main as submitted. If a water main larger than eight (8) inches is required to conform with plans for future water service, cost data shall be prepared for both the eight-inch and larger mains and per the Agreement, Dekalb County ~~shall~~ will bear the difference in cost at that time.

(d) The Department shall, before placing the petition on the agenda, coordinate with the Dekalb County Board of Health to ascertain whether any health hazards exist in the petition area that may be alleviated or corrected by the installation of the requested water main.

(e) This information shall be presented for consideration by The City of Dunwoody City Council and the Dekalb County Board of Commissioners together with the petition and estimate of cost for review and decision.

(f) The ~~Dekalb County Board of Commissioners~~City of Dunwoody City Council may waive the provisions of this section at its discretion, particularly in those instances where the Board of Health has determined that a health hazard exists as a consequence of the use of private water supply systems.

Section 5: Developer requests for extension or replacement of water mains on existing roads

Developer requests for the extension or replacement of water mains on existing City ~~or Dekalb County~~ roads shall be processed as follows:

(1) In the event Dekalb County's plans for future water service call for a main to be installed larger than the size of the main required to supply the development, then per the Agreement, Dekalb County may pay the difference in cost of the materials to install the size main required by Dekalb County. The comparison of material costs will be based upon Dekalb County's material cost for the larger pipe. Per the Agreement, Payment by Dekalb County will be made upon completion and satisfactory inspection of the work by Dekalb County and upon receipt of a maintenance bond equal to ten (10) percent of the cost of the construction of the water to ten (10) percent of the cost of the construction of the water facility. The developer may provide a letter of escrow or letter of credit acceptable to Dekalb County in lieu of the maintenance bond required in this section. An eight-inch main will be considered as the minimum size main required to supply a development of any size.

(2) Water main design shall be accomplished by Dekalb County water system engineers unless otherwise authorized by Dekalb County.

(3) When the developer completes his work in accordance with Dekalb County specifications and the work has been duly inspected by the water and sewer division of public works, the developer shall provide "as-built" drawings in

accordance with Section 6(2) below and any required easements for the water main installation to Dekalb County and the City of Dunwoody.

(4) After the work has been completed and inspected to the satisfaction of Dekalb County, the developer shall provide a maintenance bond equal to ten (10) percent of the costs of the construction of such facilities. The developer may provide a letter of escrow or letter of credit acceptable to Dekalb County in lieu of the maintenance bond required in this section.

(5) The developer shall be required to maintain the water lines for a period of twelve (12) months. During this developer maintenance period, Dekalb County shall make inspections and instruct the developer by letter as to what corrections must be made, if any.

(6) At the end of the twelve-month developer maintenance period, Dekalb County shall make a final inspection and notify the developer and the bonding company, if any, of any corrections to be made. If the work is acceptable at this time, the maintenance bond, letter of escrow or letter of credit shall be released.

(7) If required corrections are not made within thirty (30) days of notice, Dekalb County shall have the authority to make these corrections at the expense of the bonding company. In cases where funds are being held under letter of credit or letter of escrow, the cost of making these corrections shall be drawn by Dekalb County from these funds, and the developer charged with any costs above the amount of such funds.

(8) Per the Agreement, Dekalb County shall have full authority to inspect, test and sterilize all water mains installed under this section.

(9) No use shall be made of such systems nor shall Dekalb County accept such systems until the developer has complied with all the requirements of this section and until satisfactory sterilization and tests have been completed by Dekalb County.

Section 6: Installation of water mains in residential subdivisions

Water mains installed in residential subdivisions shall be installed subject to the following conditions:

(1) Water mains shall be designed by Dekalb County.

(2) Installation shall be accomplished by a qualified contractor and shall be in accordance with latest Dekalb County and City of Dunwoody specifications. Upon completion of the water line construction, an engineer, registered in the State of Georgia must provide a statement that the system, as installed, is in accordance with the approved plans and specifications.

(3) Dekalb County shall have full authority to inspect, test and require sterilization of all water mains. No use shall be made of such systems until satisfactory sterilization and test have been completed.

(4) If it is necessary to route the proposed water main through private property of the developer for circulation or supply purposes, the developer will provide Dekalb County with the required easements. Requests for water mains should be submitted to the ~~Public Works~~Dekalb County Department of Watershed Management after the ~~development~~ preliminary plat has been approved by the City Community Development Department. A sepia drawing of the proposed development and a properly executed request form should be submitted in order that a layout and estimate of the cost may be prepared by Dekalb County. All known requirements for water to satisfy the underwriters, as well as the needs of the prospective occupants, should be stated to assist in the preparation of the layout and estimate.

Section 7: Installation of water mains in dedicated streets of residential, commercial, industrial developments

(a) Installation of water mains in dedicated streets of residential, commercial and industrial developments shall be installed under the following conditions:

(1) Per the agreement, ~~W~~water mains to serve the development ~~shall~~ will be designed by Dekalb County.

(2) Installation shall be accomplished by a qualified contractor approved by Dekalb County and shall be in accordance with latest Dekalb County and City of Dunwoody specifications.

(3) Per the Agreement, Dekalb County shall have full authority to inspect, test and require sterilization of all water mains. No use shall be made of such systems until satisfactory sterilization and tests have been completed.

(b) Installation of water mains in commercial/industrial developments in other than dedicated streets shall be in accordance with the policy concerning shopping centers and other similar developments.

(c) Requests for water mains should be submitted to the Department after the ~~development~~ preliminary plat has been approved by the City of Dunwoody Community Development Department. A sepia drawing of the proposed development and properly executed request form should be submitted in order that a layout and estimate of the cost may be prepared by Dekalb County. All known requirements for water to satisfy the underwriters, as well as the needs of the prospective occupants, should be stated to assist in the preparation of the layout and estimate.

Section 8: Installation of water mains in shopping centers, certain apartment and condominium developments, developments not dedicating streets to City

(a) Shopping centers, apartment and condominium developments of R-A5 or greater density, and similar developments which do not dedicate streets to the City shall be served by a master meter. In cases where fire protection is required to be installed, an eight-inch or larger fire line main may be served through an eight-inch or larger master meter and potable water service taken from the fire line main within the development. As an alternate to this, an unmetered fire line may be installed with a separate master-metered potable water service line. Exception to the requirement for the master meter may be made when, in the opinion of Dekalb County, conditions are such that the installation of individual meters within the development would prove more feasible than serving the development by a master meter.

(b) Installation of an eight-inch or larger water main within developments shall be subject to the following conditions:

(1) Design of all lines six (6) inches and larger shall be approved by Dekalb County, and all materials used in construction of the water main shall be in accordance with Dekalb County and City of Dunwoody specifications.

(2) All water main materials and labor shall be paid for by the developer, and installation shall be in accordance with Dekalb County and City of Dunwoody specifications and by a qualified contractor.

(3) Per the Agreement, Dekalb County shall have the full authority to inspect, test and require sterilization of all water mains. No use shall be made of such water mains until satisfactory sterilization and tests have been completed.

Section 9: Purchase of materials for water system construction on private property

(a) A water system constructed on private property will not be accepted for maintenance by Dekalb County unless all water line and appurtenant materials required for the installation ~~is~~ are inspected by Dekalb County prior to construction and are found to meet the material specifications published by the ~~Water and Sewer division of the~~ Dekalb County Department of ~~Public Works~~Watershed Management.

(b) All water system construction on private property must be inspected by Dekalb County during construction before maintenance acceptance will be considered.

(c) Any planned water system construction considered as private by the owner during the permitting and development review stage of plans review by the City and Dekalb County will remain private unless subparagraphs (a) and (b) are complied with.

Division 3: Initiation, Connection and Termination of Service

Section 1: Application for service for all classifications

Persons desiring water service shall file application with the Department and sign a standard contract form prior to receiving service. Application shall be made in person by customer or agent. A prospective customer will be assigned to the proper user classification. Separate application is required for each classification of service desired. A completed application in the form prescribed by Dekalb County shall be received at least ten (10) days prior to service connection availability. The use of water service binds a person as if such person had signed a contract.

Section 2: Application for miscellaneous services

Written application for miscellaneous services shall be made to the Department, which shall prescribe uniform procedures and guidelines for initiation of such services. Miscellaneous services shall be scheduled in the order of approved application except in cases of emergency or requirement for financial participation by Dekalb County or the City of Dunwoody requiring approval of the Dekalb County Board of Commissioners and/or the Dunwoody City Council.

Section 3: New service connections

Where a service line does not exist to premises, Dekalb County shall tap the water main and install a service line, including meter, meter box and service cock. Service connection shall be made only by an authorized person. No contractor, plumber or other person shall tap any water main without written permission from Dekalb County. The customer at this point shall connect the plumbing to the water system. Only one (1) service line shall be provided per application. Service cocks shall be operated only by an authorized contractor or plumber making repairs on plumbing or waterlines, or by an authorized person.

Section 4: Existing connections

Where a service line exists, Dekalb County shall determine whether this service line is to be used or requires replacement. Where service line replacement is required, the application shall be charged as though it were a new service connection. Service connection shall be made as provided for a new service connection.

Section 5: Metering

(a) Definitions. For the purposes of this Article, certain terms and words are defined. Where words have not been defined, but are defined elsewhere in the City of Dunwoody Code, those words shall have the meaning as defined therein. The following words, terms, and phrases, when used in this section shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Apartment means one (1) or more rooms with a private bath and kitchen facilities comprising an independent self-contained residential unit in a building(s).

Condominium for the purposes of this section is defined in the same manner as it is defined in the City of Dunwoody Zoning Ordinance.

Master meter means a utility-owned meter that measures and totalizes the volume of water flowing from the water distribution system into a multifamily dwelling unit as that term is defined in the City of Dunwoody Zoning Ordinance, building piping system.

Newly constructed apartment means any structure for which a building permit for construction of an apartment is issued after June 1, 2008.

Newly constructed single-family dwelling or condominium means any structure for which a building permit for construction of a single-family dwelling or condominium is issued after June 1, 2008.

Separate water meter means a utility-owned meter that measures and totalizes the volume of water flowing from the water distribution system into a single family dwelling or condominium's piping system.

Single-family dwelling for the purposes of this section is defined in the same manner as it is defined in the City of Dunwoody Zoning Ordinance but also includes dwelling units on an individual lot attached to another dwelling unit by a common party wall, commonly referred to as a town house or town home.

Sub-unit water meter means water meters owned and managed by the property owner with a utility-owned master meter that bills for water service based on volume of use. Sub-unit water meters shall allow for the water use in each apartment to be tracked separately.

(b) Meters. All users except those classified as fire line users shall be metered. All meters shall be sized on the basis of expected volume of water usage. All meters, except sub meters, are part of the service line provided by Dekalb County and are the property of Dekalb County.

(c) Sub-unit water meters for newly constructed apartments. No water shall be furnished to any newly constructed apartment except through sub-unit water meters so that the water use in each apartment can be accurately tracked. Sub-unit water meters allow tenants to know how much water they use and may encourage wiser use of water. Water service however, shall be billed by Dekalb County on a master meter basis and the property owner and/or landlord is responsible for paying Dekalb County for all charges contained in such bills. The enactment of this section in no way prevents property owners and/or landlords from using sub-unit water meters to bill each tenant for actual water usage which will encourage wiser use of water by tenants in apartments.

(d) Separate water meters for single family dwellings and condominiums. No water shall be furnished to any newly constructed single-family dwelling or condominium except through separate water meters. Water service shall be billed by Dekalb County to the

property owner based on individual unit water meters and each property owner is responsible for paying Dekalb County for all charges contained in such bills.

Section 6: Inspection of service connections

All plumbing or yard piping connections to a service line shall be subject to inspection by an authorized person prior to service connection. Refusal to allow inspection shall result in refusal of service until inspection is permitted. Inspection may include requirement that plumbing and piping plans be submitted where, in the Director's opinion, possibility of system contamination or cross-connection may result from service connection. In no case shall service connection be made until all inspection requirements are met.

Section 7: Refusal of service

Water service may be refused only for the following justifications; reapplication may be made where reasons are rectified:

(1) Refusal to allow entry. Where admittance to property for necessary work or inspection is not allowed, Dekalb County may refuse service.

(2) Damage to system by connection. Where in the opinion of Dekalb County connection will seriously reduce system pressure and fire protection, Dekalb County may refuse service.

(3) Remoteness from system. Where connection requires investment in transmission mains that would not be justified by likely revenues, Dekalb County may refuse service or require substantial cost sharing by the customer.

(4) Technical infeasibility. Where connection would require special pumps or other devices to effect service, Dekalb County may refuse service or require substantial cost sharing by the customer.

(5) Health hazard. Where connection could cause contamination of the system, Dekalb County may refuse service.

(6) Unpaid water bills. New connections or reconnections shall not be made until all previous financial obligations to the system have been met or resolved. This paragraph only applies to owner-occupied property.

(7) Fraudulent misrepresentation in application. If water service has been approved for a location, and thereafter it is determined that the application for the water service contained false or misleading information or omitted material facts, or that the water is being used in or upon the premises for purposes not set forth in the application made for the water service, then the water shall be shut-off by Dekalb County, and shall remain shut-off by Dekalb County, until the application for water service has been corrected to the satisfaction of Dekalb County or until all

unauthorized use of water has ceased and any past due sums payable for the water service account have been fully paid to Dekalb County.

Section 8: Customer-requested termination

A customer shall give at least ten (10) days' notice of desire to terminate service to the Dekalb County Finance Director, who will advise the customer of approximate date. However, Dekalb County is not bound to terminate on a certain date. Service turnoff shall be done only by an authorized person.

Section 9: Termination due to violation of operation and maintenance procedures

(a) If Dekalb County determines that procedures established by Dekalb County for operating and maintaining the system are being violated by a user or other person, Dekalb County will give due notice as provided herein. If such violation continues, service to the responsible person shall be terminated and penal actions as provided herein may be taken.

(b) Assessments of all penalties shall be preceded by due notice, except in case of emergency requiring termination of service. Due notice shall be given by a certified letter, return receipt requested, mailed to the person presumed to be violating a section of this Article. This notice shall set forth remedial action required of that person, giving ten (10) days' time after receipt of due notice for remedial action to be completed. If Dekalb County determines after this period that the violation continues unremedied, the Director may recommend to the proper authorities that the presumed violator be cited for each day that the violation continues unresolved not including the ten-day period.

(c) When due notice is given for purpose of access for surveys or inspection, acknowledgement and agreement to allow entry shall be made within the same ten (10) days and no offense is presumed. Thereafter, Dekalb County and its authorized agents may issue citations by certified letter for each day of violation now presumed only after issuing a second due notice for violation as outlined above.

Section 10: Termination due to improper usage

(a) The making of improper connections to the system endangering system integrity or possibly leading to system contamination shall be cause for immediate termination of service. Restoration of service after rectification of improper connection shall be treated as a reconnection. Improper usage not determined by Dekalb County to be of emergency potential shall result in termination after due notice is given.

(b) Assessments of all penalties shall be preceded by due notice, except in case of emergency requiring termination of service. Due notice shall be given by a certified letter, return receipt requested, mailed to the person presumed to be violating a section of this Article. This notice shall set forth remedial action required of that person, giving ten (10) days' time after receipt of due notice for remedial action to be completed. If Dekalb County

determines after this period that the violation continues unremedied, Dekalb County may recommend to the proper authorities that the presumed violator be cited for each day that the violation continues unresolved not including the ten-day period.

(c) When due notice is given for purpose of access for surveys or inspection, acknowledgement and agreement to allow entry shall be made within the same ten (10) days and no offense is presumed. Thereafter, Dekalb County and its authorized agents may issue citations by certified letter for each day of violation now presumed only after issuing a second due notice for violation as outlined above.

(d) Any person or user of the system who has been found to be in violation of mandatory water restrictions or mandatory water conservation policies as imposed by the Director shall first be issued a notice of violation. If the violation is not remedied within a specified reasonable time to be determined by the Director, a summons shall be issued for the violator to appear in ~~recorder's~~ City of Dunwody Municipal ~~c~~Court. If the person or user of the system continues to be in violation of mandatory water restrictions or mandatory water conservation policies thereafter, the continuing violation shall be cause for immediate termination of service. Restoration of service after rectification shall be treated as a reconnection.

Section 11: Violations and penalties

(a) Whenever the Director determines that a violation of this Article has occurred, the Director shall serve upon the violator a notice of violation. The notice of violation shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which have been violated, and state that, if the violation is not remedied within a specified reasonable time to be determined by the Director, a summons shall be issued for the violator to appear in the City of Dunwoody Municipal Court. The notice of violation shall set forth the potential penalty involved and the fact that each day the violation continues shall constitute a new and separate violation.

(b) If the violation has not been remedied within the time specified in the notice of violation, the Director shall issue a summons to the violator to appear in Municipal Court. The summons shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which have been violated, set forth the penalty if the violator is convicted of the violation, and state that each day the violation continues shall constitute a new and separate violation.

(c) Notwithstanding the foregoing, the Director may issue a summons to appear in Municipal Court or terminate connection to the water system without first issuing a notice of violation if, in the judgment of the Director, the violation constitutes a threat to the public health, safety, general welfare, or to the water system. Nothing in this code section shall limit the authority of the Director to take any action, including emergency action to terminate connection to the water system or any other enforcement action, without first issuing a notice of violation.

(d) Any person who shall do anything prohibited or fail to do anything required by the provisions of this Article shall be guilty of a violation of this Article and upon conviction in Municipal Court shall be subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code. Each day of violation is considered a separate offense and is subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code.

Section 12: Authority to write summons

The Director may designate authorized personnel of the Department to write summons to appear before a court pertaining to violations of this Article.

Division 4: Rates and Charges

Section 1: Generally

(a) Per the Agreement, ~~A~~all water system rates and charges ~~shall~~ will be as established by Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners, upon recommendation by the Director.

(b) Procedures for revenue collection ~~shall~~ will be established by the Dekalb County Finance Director.

Section 2: Classification of users

The following list of system users establishes classifications of service as a basis of charges:

(1) Single. All dwelling, commercial and industrial customers are in this classification who use all of the water supplied through a connection for any use besides fire protection.

(2) Fire line. A customer shall only use the connection applied for under this classification for fire protection.

(3) Combined potable and fire line. Any shopping center and/or other development served by a combination potable and fire line located outside the public right-of-way shall be classified as a combined potable and fire line user, where either of the following exists:

(A) A fire line main is served through a master meter with potable water service taken from that fire line main within the development.

(B) Potable water is taken from the fire line through multiple meters.

(4) Multiple. No multiple dwelling, commercial or industrial customers shall be on one (1) meter, except in case of apartments, shopping centers and office parks, where in the judgment of the Director multiple meters are impractical. Approved multiple category customers shall have one (1) meter per premises and shall be charged as single category users.

(5) Temporary. Temporary use permits shall be granted for periods not exceeding thirty (30) days. After permit expiration Dekalb County may, at its option, renew the permit or assign the customer to a permanent classification. This service shall not be used for permanent installation.

(6) Flat rate. Any existing flat rate customers shall be changed to single or fire line as appropriate. There shall be no unmetered or flat rate customers except as provided under temporary and fire line classifications.

(7) Illegal. Any user who has not made application for service and received a service connection or whose service has been terminated or who uses a connection for purposes other than as provided in the user's assigned classification is an illegal user.

Section 3: Recurring charges

The following charges are set by Dekalb County and shall be billed on a recurring basis as continuing charges:

(1) Service. All classifications of users except fire line shall be billed a base charge for service availability, whether service is used or not. This charge shall be fixed on the basis of meter size. For combined potable and fire line users who provide a specific means of determining the requirements of the development, such as by the installation of private meters by the owner, the service charge shall be based on the number and size of private meters installed.

(2) Commodity. All classifications of users except fire line shall be billed a commodity charge in addition to a service charge on the basis of actual volume of water delivered at the single unit volume rate set by Dekalb County.

(3) Fire line. Fire line customers shall be billed for service availability on the basis of diameter of connection to system mains and number of fire hydrants on premises. If a building complex has establishments each with different owners, then the fire line charges will be prorated by the Director based on square footage protected. For combined potable and fire line users:

(A) Where fire hydrants are installed on private lines served through a master meter and/or where such lines serve building sprinkler systems, the owner will be billed for fire service availability on the basis of diameter of connection required to the system mains for fire protection only and on the

number of hydrants. There will be no charge, however, for any hydrant which is determined by Dekalb County to be adjacent to and available to a public roadway. In addition, potable water readiness to serve charge will be based on the size line required for estimated average flow based on commodity billing as determined by Dekalb County.

(B) Where an owner elects to dedicate lines and rights-of-way outside the public road right-of-way in order to utilize multiple meters and where such lines have hydrants installed or serve building sprinkler systems, the owner will be billed for fire service availability on the basis of diameter of connection required to the system mains for fire protection only and on the number of fire hydrants. There will be no charge, however, for any hydrant which is determined by Dekalb County to be adjacent to and available to a public roadway. If a building complex has establishments each with different owners, then the fire line charges will be prorated by Dekalb County based on square footage protected.

(4) Contract. Contract service is only by agreement. Billing shall be on the basis of a service charge plus metered volume of water delivered at the unit volume rate set by Dekalb County. Billing shall be at equal periods set by Dekalb County and not less than semiannually.

Section 4: Miscellaneous charges

(a) Certain noncontinuous services provided by the Dekalb County water system have set charges as designated by Dekalb County. Charges shall be reviewed from time to time to assure that they cover the cost of services.

(b) A charge shall be set by Dekalb County for installing a service line and meter based on the size of the meter. This charge shall apply to all classifications except fire line users.

Section 5: Special assessments

The following charges must be ascertained by the Director on a case-by-case basis reflecting exigencies involved:

(1) Damage. Dekalb County shall determine charges to be assessed against any person causing damage to any part of the water system.

(2) Unauthorized activity. Such actions include any connection to or tampering with the system without prior approval of Dekalb County. Charges assessed shall reflect Dekalb County's assessment of costs involved in inspecting such work or in taking remedial action. Additionally, persons involved shall be assessed such charges as would apply were the work preauthorized and shall be subject to other penalties.

(3) Replacement of improvements. Persons engaged in work affecting or connecting to the system shall bear the total cost of replacement of any improvements or for making such improvements whole again. These include, but are not limited to, grassing, embankments, pavement and base curbing to ~~Dekalb County~~City of Dunwoody standards. After due notice, ~~Dekalb County~~the City of Dunwoody may elect to proceed with restorative work and charge the damaging person on a materials and force account basis.

(4) Service termination. A single charge shall be set for termination of service whether initiated by the customer or by Dekalb County. Customers relocating within the system service area must terminate old service and make new application.

(5) Reconnection fee. A charge shall be set for resumption of service to a customer where termination was due to failure to pay bills. New or relocated customers using an existing service line are charged under this paragraph. All previous bills shall be paid before a service reconnection will be made. This paragraph only applies to owner-occupied property.

(6) Meter testing. Dekalb County may periodically test all meters on its system. A customer may request a test to be made without charge.

(7) Tap fee. A fee shall be set by Dekalb County for providing a connection for a service line or water main to an existing or new water main. Fee shall be based on diameter of service line or water main to be connected to the tap.

(8) Inspection and sterilization. Dekalb County shall establish a list of charges for inspection and line sterilization which shall apply to various categories of construction, duly reflecting force and material requirements.

(9) Temporary use. Temporary use charges shall be set by Dekalb County on a case-by-case basis; such fees shall be no less than the sum of appropriate recurring charges and miscellaneous charges. Such temporary uses, whether connected to mains or fire hydrants, shall be metered. Fire hydrant connections shall also be approved by the Dekalb County Department of Fire and Rescue Services or, if the City has its own Fire Department, the City of Dunwoody Fire Department.

(10) Other services. For any services not falling within these definitions, Dekalb County or the City of Dunwoody may fix a charge on the basis of cost of labor and materials required.

Section 6: Revenue collections

(a) Payment. A meter reading of all water meters and fire line checks shall be made by Dekalb County on a regular basis. All bills are issued by and shall be paid to the Dekalb County Finance Department. Payment is due within ten (10) days of issuance and may be

made by mail or in person at the address noted on the statement. Failure to receive the bill shall not relieve the customer of payment responsibility.

(b) Delinquent payment. Notice of delinquent payment shall require payment within ten (10) days of the date due. Service will be terminated after that period without notice. Failure to receive a bill shall not relieve a customer of payment responsibility.

(c) Excess payments and refunds. Excess payments for all customers shall be credited to the next billing unless service is terminated or written refund request is made.

(d) Liability of owner. When service is terminated to a rented premises, service may be restored to the premises upon request of a party, renter or owner, who is not personally liable for or who did not personally apply for water service previously and who was previously not delinquent in payment of the water bill at these premises.

(e) Estimated bills. Dekalb County may estimate bills in the case of a broken, inaccurate or inaccessible meter on the basis of previous billings, adding retroactive charges where appropriate.

(f) Contested charges. A customer may make written notice of an error in charges. In such cases the customer shall make payment equal to that portion of charges uncontested or equal to previous billing, whichever is larger, by payment due date. The Dekalb County Finance Director will review contested charges and adjust the next billing as appropriate. The customer may make written request for a hearing with the Director or the Director's representative if the review is unsatisfactory. Payment must be made for reviewed contested charges when due. Credit shall be made if findings are reversed by the Director, whose decision is final.

(g) Discounts. No discounts shall be made for payments due or for large volume use. Discounts in the form of credits or refunds may be made for change in meter sizes or charged materials returned to Dekalb County in satisfactory condition.

(h) Application fee. Any applicant for water or sewer service shall complete an application for service, shall provide Dekalb County with identification for billing purposes, and shall pay an application fee to Dekalb County. Application fees shall be set by Dekalb County.

Article II: Private Water Systems

Section 1: Generally

Private water systems and vendors shall be governed by all criteria in this Chapter relating to water purity, protection of supply and system sanitation, and shall be licensed by Dekalb County or its designee.

Section 2: Approval of plans

All plans for private water systems shall be prepared by a Dekalb County engineer and approved by Dekalb County prior to construction. Materials of construction shall meet minimum standards set by Dekalb County for the public water system.

Section 3: Connection to public water system

No connection shall be made between the Dekalb County water system and a private water system except by approval of Dekalb County. Such approved connections shall be metered and equipped with backflow prevention devices approved by Dekalb County and subject to all conditions of this Chapter.

Section 4: No County or City Warranty

By its regulation of private water systems and suppliers, neither Dekalb County nor the City assumes any liability for the purity of such water or for damages caused by operators of private facilities.

Article III: Sewers and Sewage Disposal

Division 1: Generally

Section 1: Definitions

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

Approval authority means the Environmental Protection Division of the Georgia Department of Natural Resources, Municipal Permitting Program.

Authorized person means a regular employee of Dekalb County or the City authorized to enforce the provisions of this Article. Authorized representative of the user:

(1) If the user is a corporation:

(A) The president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(B) The manager of one (1) or more manufacturing, production or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000.00) (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the user is a Federal, State or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

(4) The individuals described in paragraphs (1) through (3), above, may designate another authorized, representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Department.

BOD (biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at two hundred (200) centigrade, usually expressed as a concentration (e.g., mg/l).

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge of wastes from the drainage pipes within the walls of a building and conveys this discharge to the building sewer beginning ten (10) feet outside the inner face of the building.

Building sewer means the extension from the building drain to the public sanitary sewer system or other place of disposal.

Categorical Pretreatment Standard or *Categorical Standard* means any regulation containing pollutant discharge limits, promulgated by the federal EPA in accordance with Sections 307(b) and (c) of the Federal Clean Water Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405--471.

Categorical user means any significant industrial user that is subject to categorical pretreatment standards.

COD (chemical oxygen demand) means the amount of oxygen equivalent that the organic matter in a sample utilizes in the presence of a strong chemical oxidant (expressed in milligrams per liter).

Combined sewer means a sewer intentionally receiving groundwaters, surface waters, and stormwaters together with sewage.

Constituents means the combination of particles or pollutants which exist in wastes.

Control manhole means a manhole on or near a user's property used for sampling purposes through which the user's discharge to the sanitary sewer passes.

Department means the ~~Public Works Department of~~ Dekalb County Department of Watershed Management or, where applicable, of the City of Dunwoody.

Designated area means any tract of land, parcel of land, subdivision or section of the City of Dunwoody which, by virtue of its topography or existing sanitary sewer facilities, can be treated as a unit. The Director shall be the sole judge as to the boundaries, limits, and extent of these areas, whether or not these areas abut present public roads.

Director means the ~~Public Works~~ Director of Watershed Management or any of that person's authorized representatives.

Environmental Protection Agency or *Federal EPA* means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

Existing source means any source of discharge, the construction or operation of which commenced prior to the publication by the Federal EPA of proposed categorical pretreatment

standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Federal Clean Water Act.

Federal Clean Water Act or *Clean Water Act* shall mean the Federal Water Pollution Control Act, as amended, presently codified at 33 U.S.C § 1250 et seq., and all regulations adopted pursuant thereto.

Flammable means any material which is easily ignited and burns with unusual rapidity as defined by the National Fire Protection Association.

Flush toilet means the common sanitary flush commode in general use for the disposal of human excrement.

Garbage means putrescible animal and vegetable wastes resulting from the domestic and commercial preparation, cooking and disposing of food, and from the handling, storage and sale of produce, tin cans, glass containers and newspapers.

Georgia EPD or *EPD* means the Environmental Protection Division of the Georgia Department of Natural Resources.

Grab sample means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Indirect discharge or *discharge* means the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Federal Clean Water Act.

Industrial wastes means the liquid wastes and solid and gaseous materials contained therein, of whatever nature, arising out of any manufacturing, processing, fabricating, treating, renovating or any other commercial operation.

Inspection fee means the amount of money charged to the contractor or plumber for each inspection.

Instantaneous maximum allowable discharge limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate of the duration of the sampling event.

Interference means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, and therefore is a cause of violation of the county's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or thereunder, stringent regulations: permits issued or any more state or local Section 405 of the Federal Clean Water Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and

Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Lot of land means the smallest unit, owned by the same party or parties, into which any tract or parcel of land has been divided either by deed, plat or any other means of subdivision.

Medical waste means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

New source means:

(1) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Federal Clean Water Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(A) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(B) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(C) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does-not create a new building, structure, facility or installation meeting the criteria of section (1)(B) or (C) above but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(A) Begun, or caused to begin, as part of a continuous onsite construction program

(i) Any placement, assembly or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

(B) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this paragraph.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product or finished product.

Objectionable means unacceptable, unsatisfactory or displeasing to the physical senses.

Outlet means point of discharge into a watercourse, pond, ditch, lake, stream or other body of surface water or groundwater.

Pass through means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or their legal representatives, agents or assigns. This definition includes all federal, state and local governmental entities.

pH means a measure of the acidity or alkalinity of a solution, expressed in standard units.

Plumbing fee means that fee paid to Dekalb County for the issuance of a plumbing permit.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor).

Premises means building, house, store, plant or any other place where people live, work or congregate.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirements means any substantive or procedural requirement related to pretreatment on a user other than a pretreatment standard.

Pretreatment standard or *standards* means prohibited discharge standards, categorical pretreatment standards and local limits.

Priority pollutant means any contaminant in water which is identified as being toxic, carcinogenic, mutagenic, teratogenic or is chemically similar to compounds identified as such, by the Federal Environmental Protection Agency. The list includes one hundred twenty-nine (129) compounds and such other compounds as may be added from time to time, less any compound which may be deleted by the Federal Environmental Protection Agency.

Prohibited discharge standards or *prohibited discharges* means the absolute prohibitions against the discharge of certain substances.

Properly shredded garbage means the wastes from the preparation, cooking and dispensing of foods, which have been cut in such a way that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle larger than one-half (1/2) inch in any dimension.

Publicly owned treatment works or *POTW* means a "treatment works", as defined by Section 212 of the Federal Clean Water Act (33 U.S.C. § 1292) which is owned by Dekalb County. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Public sewer means a common sanitary sewer directly controlled by Dekalb County and approved by Dekalb County for use as a sanitary sewer.

Sanitary sewer means a pipe which carries sewage and by design excludes groundwaters, surface waters and stormwaters.

Septic tank means a subsurface impervious tank designed to temporarily retain sewage or similar waterborne wastes together with the following:

(1) A sewer line constructed with unperforated pipe, with sealed joints, connecting the impervious tank with a plumbing stub-out.

(2) A subsurface drainage field system consisting of piping and other materials producing drainage of the clarified discharge from the tank while distributing it underground to be filtered or absorbed.

Sewage means the water-carried wastes, including human excrement and grey water (household showers, dishwashing operations, etc.) from residences, business buildings and institutions.

Sewer means an artificial, usually subterranean, conduit to carry off sewage.

Sewer system and *sewerage* means all facilities for collecting, pumping, treating, transporting and disposing of sewage.

Sewer tap fee or *tap fee* means the service charge for making a connection to the sewer system.

Significant industrial user means:

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(A) Discharges an average of one hundred thousand (100,000) gallons per work month or twenty-five thousand (25,000) gallons per day of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(B) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(C) Is designated as such by Dekalb County or the City of Dunwoody on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(3) Upon finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, Dekalb County may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug load or *slug* means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards of this Chapter; or, any discharge in which the concentration of any given constituent exceeds, for any period longer than fifteen (15) minutes, five (5) times the average twenty-four-hour concentration of that constituent during normal operations.

Storm drain or *storm sewer* means a sewer which carries stormwaters and surface waters and drainage, excluding sewage and industrial wastes.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

Subdivision means any tract of land divided, planned or developed as a subdevelopment with two (2) or more residences, buildings or building sites.

Suspended solids means solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

Unsanitary means unclean, unhealthy or harmful to the public health.

User or *industrial user* means a source of indirect discharge.

Wastewater means the liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater discharge permit means a permit in the form prescribed by Dekalb County, which establishes the wastewater characteristics which a significant industrial user may contribute or cause to be contributed to the sewer system.

Wastewater treatment plant or *treatment plant* means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

Section 2: ***Reserved***

Section 3: Violations and penalties

(a) Whenever the Director of the Dunwoody Public Works Department, or, if designated by an intergovernmental agreement with Dekalb County, the Director of the Dekalb County ~~Public Works~~ Department of Watershed Management, or their designee determines that a violation of this Article has occurred, the Director shall serve upon the violator a notice of violation. The notice of violation shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the

provisions of this Article which have been violated, and state that, if the violation is not remedied within a specified reasonable time to be determined by the Director, a summons shall be issued for the violator to appear in the Dunwoody Municipal Court. The notice of violation shall set forth the potential penalty involved and the fact that each day the violation continues shall constitute a new and separate violation.

(b) Notwithstanding the foregoing, the Director may issue a summons to appear in Municipal Court without first issuing a notice of violation if, in the judgment of the Director, the violation constitutes a threat to the public health, safety, general welfare, or to the sewer system.

(c) If the violation has not been remedied within the time specified in the notice of violation, the Director shall issue a summons to the violator to appear in Municipal Court. The summons shall be in writing, include a description of the property sufficient for identification of where the violation has occurred, list the provisions of this Article which have been violated, set forth the penalty if the violator is convicted of the violation, and state that each day the violation continues shall constitute a new and separate violation.

(d) Nothing in this code section shall limit the authority of the Director to take any action, including emergency action or any other enforcement action, without first issuing a notice of violation.

(e) Any person who shall do anything prohibited or fail to do anything required by the provisions of this Article shall be guilty of a violation of this Article and upon conviction in Municipal Court shall be subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code. Each day of violation is considered a separate offense and is subject to the maximum fine or imprisonment or both as set forth in Chapter 1 of this Code.

Section 4: Authority to write summons

The Director may designate authorized personnel of the Department to write summons to appear before a court to answer questions pertaining to violations of this Article.

Section 5: Right to entry: inspection and sampling of industrial or commercial properties

The Director and other employees designated by the Director, bearing proper credentials and identification, shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the Director or his designees ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties.

(1) Where the user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable

identification, the Director or his designees will be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Director or his designees shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operation.

(3) The Director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated quarterly to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Director or his designees and shall not be replaced. The costs of clearing such access shall be borne by the user.

(5) Unreasonable delays in allowing the Director or his designees access to the user's premises shall be a violation of this Article.

(6) If the Director or his designees has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Article, or that there is a need to inspect and/or sample as a part of a routine inspection and sampling program designed to verify compliance with this Article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director may seek issuance of an inspection warrant from the ~~Dekalb County Recorder's Court~~City of Dunwoody Municipal Court or other court of competent jurisdiction.

Section 6: Right of entry to inspect private properties

The Director and the Director's designated agents, bearing proper credentials and identification, shall be permitted to enter during reasonable working hours, except in the event of an emergency, all private properties through which Dekalb County or the City holds a duly negotiated easement for the purposes of, but not limited to, measurement, maintenance, observation, repair and sampling any portion of the sewage system lying within the easement. All entry and subsequent work on the easement shall be done in full accordance with the terms of the specific easement pertaining to the property involved. Specific permission is granted the Director and the Director's designated agents, upon proper notification, to enter all private properties for the purpose of surveying or inspecting the premises, or sampling or monitoring of wastewater. While working on private properties referred to in this section, all Dekalb County or City employees shall observe all safety rules applicable to the premises. The owner of the private properties shall not be held liable for injury to Dekalb County or City employees while on the owner's properties.

Dekalb County or the City, and its authorized agents and employees, may enter upon any lands in the City for the purpose of making such surveys, soundings, drillings, and examinations as Dekalb County or the City may deem necessary or desirable to accomplish the purposes of planning and engineering sewer system improvements; and such entry shall not be deemed a trespass nor shall it be deemed an entry which would constitute a taking in a condemnation proceeding, providing that reasonable notice of such entry shall be done in a reasonable manner with as little inconvenience as possible to the owner or occupant of the property, and Dekalb County or the City, depending on which governmental unit's effected such entry, shall make reimbursement for any actual damages resulting from such entry.

Section 7: Inspection warrants

The Director, in addition to other procedures provided, may obtain an inspection warrant for the purpose of inspection or investigation of conditions relating to the enforcement of this Article, compliance with the terms of any permit, or observation, measurement, sampling or testing with respect to any federal or state regulation, and periodic investigations in accordance with the provisions of this Article.

(1) Inspection warrants may be issued by a court of competent jurisdiction when the issuing judge is satisfied that the Director has established by oath or affirmation that the property to be inspected is to be inspected as a part of a legally authorized program of inspection that includes the property or that there is a condition, object, activity, or circumstance which legally justifies such an inspection of the property.

(2) An inspection warrant will be validly issued only if it meets the following requirements:

(A) The warrant is attached to the affidavit required to be made in order to obtain the warrant.

(B) The warrant describes, either directly or by reference to the affidavit, the property upon which the inspection is to occur and is sufficiently accurate that the executor of the warrant and the owner or occupant of the property can reasonably determine from it the property for which the warrant authorizes an inspection.

(C) The warrant indicates the conditions, objects, activities or circumstances which the inspection is intended to check or reveal.

(D) The warrant refers, in general terms, to the Code provisions sought to be enforced.

Section 8: Discontinuance of water services for nonpayment of sewer bill

(a) This section only applies to owner-occupied property. The policy of discontinuing the furnishing of water at any meter service where there is a delinquent sewer bill after the occupant of the premises has been notified of the delinquency and has failed to remove the delinquency by payment of the bill is continued in full force and effect.

(b) Where there remains a delinquent sewer bill at any meter service after the occupant of the premises thereof has been notified by the inclusion of the amount of the past due bill in a current water bill or a separate bill and given an opportunity to pay the bill and refuses to promptly pay it, water service to this meter service shall be discontinued regardless of whether the bill remaining delinquent was incurred by a prior owner or occupant of the premises, and water shall not again be supplied to this building, place or premises through the Dekalb County Water System until the arrears are fully paid.

(c) Upon the failure or refusal of the owner or occupant to pay the delinquent sewer bill, the Department shall remove the meter serving the premises, and service shall not be restored to the premises until a fee for installation of a new meter has been paid in advance. Such fee shall be a fee in the amount established by action of Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners.

Section 9: Mandatory connections to public sanitary sewer

(a) The owner of all houses, buildings or properties used for human occupancy, employment, recreation and other such purposes, located within the geographic boundaries of the City of Dunwoody and abutting on any street, alley, ~~or~~ right-of-way or easement in which there is now located a public sanitary sewer, is required to install, at the owner's expense, suitable toilet facilities, and to connect such facilities directly to the public sanitary sewer. In accordance with the provisions of this Article, the owner has twenty-four (24) months after the date of official notice to accomplish this, provided that the public sanitary sewer is within one hundred (100) feet of the property line.

(b) Exceptions to the provisions of subsection (a) of this section may be granted by the City upon application.

Section 10: Private sewage disposal facilities generally

Except as specifically permitted by this Article or by the Dekalb County Board of Health, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other similar facility intended or used for the disposal of sewage.

Section 11: Discharge of untreated sewage or polluted waters

It shall be unlawful to discharge to any outlet or to any portion of the public storm drain system, or to any natural stream within the geographic boundaries of the City, any sewage or

other polluted waters, except where suitable treatment has been provided in accordance with provisions of this Article. Nothing in this section shall be construed to require the City or Dekalb County to treat the outflow from the public storm drain system.

Section 12: Deposit of objectionable waste on public or private property

It shall be unlawful for any person to place, deposit or permit the deposit of, in any unsanitary manner, human or animal excrement, garbage or objectionable wastes on any public or private property within the geographic boundaries of the City.

Section 13: Nonavailability of public sanitary sewer

Where a public sanitary sewer is not available, the building sewer shall be connected to another means of sewage disposal. The private sewage disposal system must comply with all applicable regulations of the Department, the Dekalb County Board of Health, and the Georgia Department of Human Resources. Unless specific exceptions are made, a private sewage disposal facility in the City shall consist of an approved septic tank.

Section 14: General prohibition

It shall be a violation of this Article for any person to maliciously or negligently break, damage, destroy, deface or tamper with any part of the sewer system.

Section 15: Severability

If any term, requirement or provision of this Division or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Division or the application of such terms, requirements and provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, requirement or provision of this Division shall be valid and be enforced to the fullest extent permitted by law.

Division 2: Sewer Construction and Assessments

Section 1: Compliance with agreements

The operation of the sanitary sewer system shall remain in compliance with all sanitary sewer usage agreements between Dekalb County and the City, as well as between Dekalb County and other counties, municipalities and agencies.

Section 2: Sanitary sewer main extensions

(a) The Dekalb County sanitary sewer main extension policy shall apply to the extension or replacement of existing sanitary sewer mains on existing City roads or other dedicated rights-of-way to serve new developments. The City hereby adopts the Dekalb County

sanitary sewer main extension policy by reference as it currently exists and as it may be amended in the future. A developer may request the application of this policy if a project site is not adjacent to an existing main or the existing main is inadequate to serve the proposed development.

(b) The developer may apply for pre-approval of the sewer main extension application with the understanding that such reimbursement shall be made only after the developer has complied with all the requirements of this section. Conversely, the developer may apply for reimbursement after complying with all the requirements of this section and such reimbursement shall be made on approved applications if funds are available for that purpose. Approval of all application requests shall be within the sole discretion of Dekalb County or, if designated by agreement, the City.

(c) Sanitary sewer mains approved and installed under this section shall be subject to the following conditions:

(1) All materials shall meet the specifications of Dekalb County~~'s~~ Department ~~of Public Works, Water and Sewer Division~~of Watershed Management.

(2) A sanitary sewer main design shall be prepared by and furnished to Dekalb County or, if designated by agreement, the City by a registered professional engineer licensed by the State of Georgia.

(3) The developer shall contract for the installation of the sewer lines and shall furnish Dekalb County and the City a copy of the contract. When the work has been completed according to the specifications and duly inspected by Dekalb County or its designee, the developer shall provide "as-built" drawings and any required easements of the sewer main installation to Dekalb County ~~or, if designated by agreement,~~and the City. As-built drawings shall be completed under the direction of an engineer/land surveyor licensed in the State of Georgia and sealed.

(4) After the work has been completed and inspected to the satisfaction of Dekalb County and, if designated, the City, the developer shall provide a maintenance bond equal to ten (10) percent of the costs of the construction of such facilities. The developer may provide a letter of escrow or letter of credit acceptable to Dekalb County and the City in lieu of the maintenance bond required in this section.

(5) After receiving the maintenance bond, letter of escrow or letter of credit, Dekalb County shall reimburse the developer a sum equivalent to fifty (50) percent of the cost of the sewer main materials required to supply the proposed development. An eight-inch main will be considered as the minimum size main required to supply a development of any size. In the event Dekalb County's plans for future sewer service call for a sewer main to be installed larger than the size of the main required to supply the development, then Dekalb County may:

(A) If the size of sewer main planned by Dekalb County is fifteen-inch or smaller, pay the difference in cost of the materials to install the size main required by Dekalb County plans.

(B) If the size of sewer main planned by Dekalb County is greater than fifteen-inch, pay the difference in both the cost of labor and materials to install the size main required by Dekalb County plans.

(6) The developer shall be required to maintain the sanitary sewer lines for a period of twelve (12) months. During this developer maintenance period, Dekalb County, or its designee shall make inspections and instruct the developer by letter as to what corrections must be made, if any.

(7) At the end of the twelve-month developer maintenance period, Dekalb County and the City shall make a final inspection and notify the developer and the bonding company, if any, of any corrections to be made. If the work is acceptable at this time, the maintenance bond, letter of escrow or letter of credit shall be released pursuant to Dekalb County policy.

(8) If required corrections are not made within thirty (30) days of notice, Dekalb County shall have the authority to make these corrections at the expense of the bonding company. In cases where funds are being held under letter of credit or letter of escrow, the cost of making these corrections shall be drawn by Dekalb County from these funds, and the developer charged with any costs above the amount of such funds.

(9) Dekalb County shall have the full authority to inspect and test all sanitary sewer mains installed under this section.

(10) No use shall be made of such systems nor shall Dekalb County, or the City, accept such systems until the developer has complied with all the requirements of this section and until satisfactory tests and inspections have been completed.

(11) In calculating Dekalb County participation for material costs, the maximum material costs considered will be Dekalb County's contract price for like material.

(d) Private sanitary sewer extensions will not be accepted for maintenance by Dekalb County unless materials used for installation are inspected and approved by Dekalb County prior to construction and are found to meet Dekalb County specifications and unless the installation was inspected by Dekalb County during construction.

Section 3: Submission of petition

(a) Whenever the owners, as listed on the latest ad valorem tax digest, of fifty-one (51) percent or more of the property within any designated area petition Dekalb County for

sewer facilities, and this action requires the laying of a lateral sewer, the petition shall be filed with the Department. The petition shall be examined to see if the signatures are valid and if it sufficiently describes the services required. Then Dekalb County shall initiate, per its adopted policies, a preliminary engineering survey to make sure that the proper designated area is described. Cost for construction and engineering services are also estimated at this time. The petition would then be advertised and a public hearing would be held before the Dekalb County Board of Commissioners. If Dekalb County approves the petition, construction will be programmed.

(b) All assessments against property and the owners thereof for the construction of sewers shall be liens upon the property by Dekalb County or, if designated by agreement, the City from the date of adoption of the resolution authorizing the construction of the sewer lines.

Section 4: Public hearing; public notices

(a) When a petition for the construction of a sanitary sewer line has been filed on behalf of a person or when a recommendation for construction has been made by the head of any board or department of Dekalb County or the City, then a public hearing will be held before the Dekalb County Board of Commissioners. The Department shall notify the Dekalb County Board of Commissioners of the impending petition. The Department shall then give notice to all persons concerned by publication of a notice pursuant to Dekalb County policy for placing notices of public hearings for a period of at least twenty (20) days prior to the hearing. The notice shall state the date and location of the proposed public hearing and shall give a general description of the proposed sanitary sewer construction.

(b) All owners of property abutting the proposed sanitary sewer line who shall be assessed for the cost of construction shall be notified in writing by Dekalb County at least twenty (20) days prior to the hearing. All notices pursuant to this section shall be addressed to the owners listed on the latest ad valorem tax digest of Dekalb County at the addresses indicated.

Section 5: Notification of abutting property owners of public hearing

In addition to the published notice of a public hearing on a petition for sanitary sewer construction, all owners of property abutting the proposed sanitary sewer line who shall be assessed for the cost of construction shall be notified in writing by the Department at least twenty (20) days prior to the hearing. All notices pursuant to this section shall be addressed to the owners listed on the latest Dekalb County ad valorem tax digest at the addresses indicated. The records of Dekalb County showing evidence of the mailing of the notices shall be prima facie evidence, and failure of the owner of any property concerned to receive a notice shall in no way affect the validity of the proceedings or the assessment. The purpose of this written notice is to furnish the owner with an additional statement of the public hearing.

Section 6: Conduct of hearing

At the hearing provided for in this Division, any person whose property or interests are affected by the proposed sanitary sewer may appear before the Dekalb County Board of Commissioners, in accordance with the Dekalb County rules for same. The decision of Dekalb County with respect to the approval or rejection of the proposed sanitary sewer shall be final and conclusive. Any decision by Dekalb County in favor of the construction will indicate a public need for the sanitary sewer, and this shall make all matters pertaining to the construction of the sanitary sewer and the assessment of costs against the abutting property owners legal and binding.

Section 7: Procedures after plans and specifications received

When Dekalb County has received plans, specifications and necessary engineering data, Dekalb County will determine the names of all property owners affected and the City will procure the necessary right-of-way and/or easement for construction of the sanitary sewer line as specified. Before final approval of any plans, Dekalb County will also ensure that sufficient stub-out connections are designated to adequately serve the territory affected.

Section 8: Performance of construction

All sanitary sewers will be constructed by Dekalb County or by such contractors as Dekalb County may designate from time to time. All sanitary sewer construction performed by a private contractor shall be guaranteed against defects in contractor-supplied material and workmanship for a minimum period of one (1) year from the final inspection date. Construction will be under the supervision of Dekalb County.

Section 9: Assessments generally

(a) After the construction of a sanitary sewer line has been completed, the Department shall make up an assessment roll properly describing the sanitary sewer line and containing the names of all owners of abutting property. Each owner's property abutting the sanitary sewer shall be correctly described as it pertains to the construction. The cost of the sanitary sewer shall then be shared among the various property owners on a prorated basis depending on the number of linear feet each has abutting the sanitary sewer line. The actual assessment shall be calculated using a value in dollars and cents per linear foot based on the average cost for construction of all petitioned sanitary sewer lines in Dekalb County the previous year. Assessment rates will be approved by Dekalb County on an annual basis.

(b) The minimum assessment shall be for sixty-five (65) feet, whether or not a sanitary sewer line has to extend that distance to service a property or not.

Section 10: Assessment computations; double-frontage lots, owners previously assessed, residences not totally served by gravity sewer

(a) Whenever a tract of land abuts a sanitary sewer line on both the front and the rear, and the tract of land cannot be subdivided into two (2) or more separate lots fronting each of the abutting sewers, then the property shall be assessed only for the side with the greater frontage.

(b) Several considerations shall be made before determining whether or not a tract of land can be subdivided. If the topography of the land makes it impractical to construct a building on one (1) of the lots, or to provide sanitary sewer service to one (1) of the lots, then the tract of land is not suitable for subdivision.

(c) Property owners who have contributed to the cost of existing sanitary sewers, whether by private contract, the original subdivisions or previous Dekalb County assessment, shall be exempted from current assessment. However, if property owners or previous owners did not contribute to the construction cost of existing sanitary sewers, they shall be assessed in the same manner as any other abutting property owner.

(d) When all floor levels of a residential unit are not served by the sewer by gravity, then the property will be assessed a percentage of the total assessment equal to a percentage of the total number of fixtures in a house or building that are actually served by the sewer main by gravity.

Section 11: Assessment of corner property

Corner property shall be assessed under this Division in the following manner:

(1) Where the sanitary sewer abuts the property only on the front, the property shall be assessed for the amount of frontage.

(2) Where the sanitary sewer abuts the property on both the front and side, the property shall be assessed for the frontage; the first one hundred fifty (150) feet of the side abutting shall be exempted from assessment; the next one hundred (100) feet of the side abutting shall be subject to assessment; and the remainder of the side abutting beyond two hundred fifty (250) feet shall be treated as outfall sewer and not assessed.

(3) Where the sanitary sewer abuts the property on the side only, the property shall be assessed for the frontage; the first one hundred fifty (150) feet abutting on the sides shall be exempted; the next one hundred (100) feet of the sides abutting shall be subject to assessment; and the remainder of the side abutting beyond two hundred fifty (250) feet shall be treated as outfall sewer and not assessed.

(4) Where the sanitary sewer abuts property that is pie-shaped or has an unusual frontage and that frontage is greater than the largest normal-shaped and assessed

property, the property will be assessed for the same number of front feet as the largest, normal-shaped assessable property in the petitioned area. Dekalb County shall have the responsibility for determining what properties are to be considered pie-shaped or unusual.

Section 12: Outfall sewers

(a) In this section, "outfall sewer" means a section of sanitary sewer line, either in a public street or across private property, which normally does not provide direct service to the abutting property. Usually the outfall sewer is a section of a trunk sewer providing service to several street sanitary sewers serving properties and its cost is not included in the assessment rate. However, when an outfall does provide direct service to the abutting property, the cost of constructing the outfall shall be assessed against the abutting property owners.

(b) Property owners desiring connection to outfall sewers may do so with concurrence of the Director and shall pay an assessment based on the current year linear foot rate prior to their obtaining a sewer connection permit.

(c) Exceptions to the provisions of this section may be granted by the Department upon application.

Section 13: Payment of assessments

Whenever a sanitary sewer line has been constructed in accordance with this Division and the cost thereof has been assessed against the benefiting property, then the respective owners shall be notified of the assessment and they shall be required to pay in cash, within sixty (60) days, to the Dekalb County Finance Department, pursuant to the intergovernmental agreement with the City, the amount of the assessment. If the amount of the assessment causes a financial burden on the owner, then the owner may extend the assessment and pay it in annual installments. However, no less than one-fifth of the total assessment shall be paid within sixty (60) days after notification.

Section 14: Extension of payments

If the property owner requires an extension in the payment of an assessment under this Division, then the owner must execute in writing an extension agreement with Dekalb County stating that the owner shall pay a twenty-percent down payment and, in a maximum of four (4) equal annual installments, the amount of the assessment, less the cash down payment put forth on the due date. The extension agreement must be executed on or before the due date of the assessment. In the agreement, the owner must acknowledge the fact that throughout, the extension remains legal and valid, and all liens remain in force. The unpaid portion of the assessment shall bear interest at a rate specified by the Dekalb County Code. Interest charges shall be assessed from the due date and shall be included in the installments. The agreement shall be negotiable in form, and Dekalb County will reserve the right to transfer or assign it to third

parties. If ever the owner defaults in the payment of any installment, then the entire assessment shall immediately become due and payable.

Section 15: Executions for failure to pay

Should the owner of any property against which a sanitary sewer assessment has been levied fail to execute a payment extension agreement as provided in this Article, or fail to pay the assessment in cash within sixty (60) days, or fail to pay the remainder of the assessment after default on extension, then an execution shall be issued in rem against the property and in personam against the owner in the name of the Dekalb County Board of Commissioners. The execution shall be recorded on the general execution docket in the office of the Clerk of the Dekalb County superior court and shall include sums to cover principal, interest and administrative costs. All adjoining property owned by the same party or parties shall be covered in the execution.

Section 16: Assessments to be liens

All assessments against property and the owners thereof for sanitary sewer construction shall be liens upon the property from the date Dekalb County authorizes construction. All assessments shall be posted in an improvement docket and kept on file with the Dekalb County Finance Department. Properties assessed shall be described in the docket in a manner sufficient to identify them with the section of the sanitary sewer they abut.

Section 17: Assessments after previous exemptions

(a) The Department may grant property abutting sanitary sewer lines an exemption from assessment. Often this occurs when private property is used, through negotiation of an easement, in the laying of a sanitary sewer line. Property thus exempted can be connected to the sewerage system at any future date without being liable for assessment.

(b) If, however, the property was exempted for another reason, such as the elevation of the property, and it is improved at a later date to a condition whereby sanitary sewer service can be attained and is required, then, if this occurs within twenty-five (25) years after the completion of the sanitary sewer, the property is subject to assessment under the provisions of this Division. If the improvement occurs more than twenty-five (25) years after construction, the property may not be assessed.

Section 18: Service connections

(a) After sanitary sewer lines have been constructed and tied into the Dekalb County sewerage system, each abutting property owner who has contributed to the costs of construction through assessment may desire a service connection. To make such a connection, the property owner shall hire, at the owner's expense, a plumber or contractor to lay pipe from the building drain to the stub-out provided. Before this service line can be connected to the sanitary sewer, the owner shall secure a permit from Dekalb County by paying a plumbing fee and a sewer tap fee. If the service line then passes the

inspection criteria of Dekalb County, the owner may have it connected into the sewerage system.

(b) When no stub-out or other means of connection is provided so as to service the building drain, it shall be the responsibility of Dekalb County to provide a stub-out for the property owner at no cost if the property owners, present or past, have contributed to the cost of the existing sewer either by the original subdivision or by Dekalb County assessment.

(c) When a property owner desires connection to the sewerage system after construction of the sanitary sewer line, and no owner of the property has contributed to the costs of constructing the sanitary sewer line, the owner must pay a proportionate cost of construction based on the current year linear foot rate prior to obtaining a sewer connection permit.

Division 3: Building Sewers and Connections

Section 1: Applications for building sewer permits

Applications for building sewer permits shall be supplemented by plans, specifications and other information considered pertinent to the issuance of a permit. At the time the application is filed, a plumbing and inspection fee in an amount established by Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners, shall be paid to Dekalb County. Installations and their respective tapping fees, as set by Dekalb County, shall be placed in one (1) of two (2) categories, residential or nonresidential. Proposed nonresidential discharges which meet the definition of significant industrial user shall also obtain a wastewater discharge permit as described in Division 4 of this Article. Nonresidential development has the option of requesting a recalculation of the tap fee based on actual water consumption after the first year of occupancy in a new building.

Section 2: Separate building sewer for each building

A separate and independent building sewer shall be provided for every building. An exception is made where one (1) building stands at the rear of another on an interior lot and no private sanitary sewer is available or can be constructed to the rear building through an adjoining alley, courtyard or driveway; then, the building sewer from the front building may be extended to the rear building and the whole system considered one (1) building sewer.

Section 3: Old building sewers in new buildings

Old building sewers may be used in connection with new buildings only when they are found, upon examination and test by Dekalb County, to meet all requirements of this Article.

Section 4: Location of building sewer and building drain

Unless otherwise authorized in writing by the Department, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which a building drain is too low to permit gravity flow to the public sanitary sewer, sewage carried by this drain shall be lifted by an approved sewage ejector to a height to permit gravity flow. All sewage ejector installations shall be approved by Dekalb County.

Section 5: Owner to bear installation, connection costs

The owner shall bear all costs and expenses incident to the installation and connection of the building sewer. The owner shall compensate Dekalb County for any loss or damage that may have occurred to the public sanitary sewer as a result of the installation of the building sewer.

Section 6: Conformity to Dekalb County specifications

The size, slope, alignment and materials used in constructing a building sewer; the methods used in excavating, placing of the pipe, and backfilling of the trench; and the testing of the pipe shall all conform to the specifications, guidelines and other applicable rules of Dekalb County and the City of Dunwoody.

Section 7: Connection of building sewer into public sewer

(a) The connection of the building sewer into the public sanitary sewer shall conform to the requirements and regulations of Dekalb County and the City of Dunwoody. All connections shall be made gastight and watertight. Any deviation from specified procedures must be approved in writing by the Department before installation.

(b) An applicant for a building sewer permit shall notify the Department when the building sewer is ready for inspection and connection to the public sanitary sewer. Service shall not be instituted until the plumbing fee and sewer tap fee are paid and the connection is approved. Excavations necessary for the accomplishment of the connection shall be adequately guarded with barricades and lights, so as to protect the public from hazard. All excavations greater than five (5) feet deep shall be covered when excavation is not being conducted. Streets, sidewalks, parkways and other public property disturbed in the course of work shall be restored at the owner's expense, in compliance with ~~Dekalb County~~City of Dunwoody specifications.

Section 8: Connection of surface runoff and groundwater sources to public sewer

Connection, directly or indirectly, of roof downspouts, exterior foundation drains, area drains or other sources of surface runoff is not permitted to a building drain or building sewer connected to a public sanitary sewer. Existing connections of these items to a building sewer shall be disconnected when the building sewer is connected to the public sanitary sewer system.

Section 9: Connecting to public sewer without paying fees or obtaining permit

It is unlawful to connect to the public sanitary sewer without payment of the prescribed fee and without a permit. If such a sewer connection is made, a current sewer tap fee, the fee at the time the connection was discovered, will be assessed; back sewer use charges will be made and interest at the rate specified in Chapter 2 of the Dekalb County Code will be charged.

Section 10: Maintenance and repair responsibility for building sewer service connections to public sanitary sewer system

The property owner shall be responsible for maintenance and repair of building sewer service connections to the public sanitary sewer system on private property. DeKalb County will be responsible for maintenance and repair of building sewer service connections within City or Dekalb County street rights-of-way and sanitary sewer easements.

Division 4: Wastewater Discharge Permits

Section 1: Wastewater discharge permit required

All significant industrial users connected to, proposing to connect to or otherwise contributing to the POTW shall obtain a wastewater discharge permit. Proposed new significant users shall apply at least ninety (90) days prior to connection to the sewer system and shall obtain such permit prior to contributing to the system.

(1) The Director may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this Division.

(2) The Director may deny permission to discharge or condition discharges from new, increased or significantly changed contributions from any industrial user, significant or otherwise, located within the City or in outside jurisdictions discharging to Dekalb County's POTW.

(3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this Division and subjects the wastewater discharge permittee to the sanctions set out in this Division. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements, or with any other requirements of Federal, State and local law.

Section 2: Application

Users required to obtain a wastewater discharge permit shall complete and file with the Department an application in the form prescribed and furnished by Dekalb County and accompanied by a fee in the amount established by Dekalb County, a copy of which is on file in the office of the Clerk of the Dekalb County Board of Commissioners.

Section 3: Compliance with all applicable regulations

Wastewater discharge permits shall be subject to all provisions of this Article and all other applicable regulations, user charges and fees established by Dekalb County.

Section 4: Permit contents

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal and protect against damage to the POTW.

(1) Wastewater discharge permits must contain:

(A) A statement that indicates wastewater discharge permit duration, which in no event shall exceed three (3) years;

(B) A statement that the wastewater discharge permit is nontransferable, except as defined in Section 5 of this Division;

(C) Effluent limits based on applicable pretreatment standards;

(D) Self monitoring, sampling, reporting, notification and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency and sample type based on Federal, State or local law;

(E) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State or local law.

(2) Wastewater discharge permits may contain, but need not be limited to, the following:

(A) Limits on the rate of discharge, time of discharge and/or requirements for flow regulation and equalization;

(B) Requirements for the installation of pretreatment technology, pollution control or construction of appropriate containment devices designed to reduce, eliminate or prevent the introduction of pollutants into the treatment works;

(C) Requirements for the development and implementation of accidental discharge/slug control plans or other special conditions including

management practices necessary to adequately prevent accidental, unanticipated or non-routine discharges;

(D) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(E) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(F) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

(G) Other conditions as deemed appropriate by the Director to ensure compliance with this ordinance and State and Federal laws, rules and regulations.

Section 5: Expiration and renewal

Wastewater discharge permits shall be issued for a specified time period, not to exceed three (3) years. The user shall apply for permit reissuance a minimum of one hundred twenty (120) days prior to the expiration of the user's existing permit. If no new local, State or Federal pretreatment requirements are impending on the user and the user has had no violation of the existing permit, the permit shall be renewed for a time period at least equal to the existing permit. All other expiring permits shall be reviewed and revised or renewed as determined by the Director. Should a timely applied for permit expire before issuance of a new permit by Dekalb County, the existing permit shall continue in force until the new permit is issued.

Discharge permits are issued to a specific user for a specific operation and normally are not transferable to any succeeding user or the current user for a new operation. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

(1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing wastewater discharge permit. Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Section 6: Reporting requirements

(a) Baseline monitoring reports.

(1) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in paragraph (b) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Director a report which contains the information in paragraph (b) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the following information:

(A) *Identifying information.* The name and address of the facility including the name of the operator and owner.

(B) *Environmental permits.* A list of any environmental control permits held by or for the facility.

(C) *Description of operations.* Brief description of the nature, average rate of production and standard industrial classifications of the operation(s) carried out by the user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated process.

(D) *Flow measurement.* The measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams.

(E) *Measurement of pollutants.*

(i) The categorical pretreatment standards applicable to each regulated process.

(ii) The results of sampling and analyses identifying the nature and concentration of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations shall be reported. The sample shall be representative of daily operations and shall be analyzed in

accordance with procedures set out in Section 11 of Division 5 of this Article.

(iii) Sampling must be performed in accordance with procedures set out in Section 11 of Division 5 of this Article.

(F) *Certification.* A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and. requirements.

(G) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional treatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

(H) *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with Section 7 of this Division.

(b) Compliance schedule progress reports. The following conditions shall apply to the compliance schedule required by subsection (a)(2)(G) above:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards;

(2) No increment referred to above shall exceed nine (9) months;

(3) The user shall submit a progress report to the Director no later than fourteen (14) days following each date in the compliance schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay and, if appropriate, the steps being taken by the user to return to the established schedule.

(4) All compliance schedule progress reports must be signed and certified in accordance with Section 7 of this Division; and

(5) In no event shall more than nine (9) months elapse between such progress reports to the Director.

(c) Report on compliance with categorical pretreatment standard deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment

standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Director a report containing the following information: flow measurements; measurement of pollutants; and the certification statement, as described in subsection (b) above, the baseline monitoring report. All compliance reports must be signed and certified in accordance with Section 7 of this Division.

(d) Discharge monitoring reports (self-monitoring reports). All significant industrial users shall, at a frequency determined by the Director and specified in the wastewater discharge permit but in no case less than twice per year, submit a report on the nature and concentration of pollutants in the discharge which are limited by pretreatment standards, and the measured daily flows for the reporting period. All discharge monitoring reports must be signed and certified in accordance with Section 7 of this Division.

(1) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(2) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Director, using the procedures prescribed in this Division, the results of the additional monitoring shall be included in the report.

(e) Notice of violation/repeat sampling and reporting. If sampling performed by a user indicates a violation, the user must notify the Director's designee as identified in the wastewater discharge permit within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analyses and submit the results of the repeated testing to the Director within thirty (30) days of becoming aware of the violation. The user is not required to resample if the Department monitors at the user's facility at least once a month, or if the Department samples between the user's initial sampling and when the user receives the results of that sampling.

(f) Reports of changed conditions. Each user must notify the Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change.

(1) The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 2 of this Division.

(2) The Director may issue a wastewater discharge permit under Section 1 of this ordinance or modify an existing wastewater discharge permit under section 25-246 of this division in response to changed conditions or anticipated changed conditions.

(3) For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty (20) percent or greater, and the discharge of any previously unreported pollutants.

Section 7: Signatories and certification

All wastewater discharge permit applications and user reports (Section 6 of this Division) must be signed by an authorized representative of the user and contain the following certification statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Section 8: Record keeping

Users subject to the reporting requirements of this Division shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this division and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, time of sampling, and the name of the person(s) taking the samples; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the county, or where the user has been specifically notified of a longer retention period by the Director.

Section 9: Appeals

(a) Any user may appeal an altered or new permit condition or alleged violation of a current permit condition to the Department. Such appeal must be received within thirty (30) workdays. The Department shall schedule an appeal review meeting within thirty (30) days to discuss the appealed condition of this division or wastewater discharge permit and corrective or remedial action to be taken.

(b) If the user and the Department can agree to appropriate corrective remedial or preventive measures, such measures and a reasonable compliance schedule shall be incorporated as a supplemental condition of the user's wastewater discharge permit. If an agreement is not reached through the conciliation process, the Department shall refer the appeal to the Dekalb County Board of Commissioners and the Dekalb County Board of Commissioners shall review the appeal and adjudge the dispute. The Dekalb County Board of Commissioners shall then institute such actions as deemed advisable to ensure the user's compliance with the provisions of this Division or other laws or regulations.

Section 10: Public participation and access to records

(a) Dekalb County shall comply with the regulations for public participation as applicable under Federal, State or local law.

(b) Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, monitoring programs and from Dekalb County's inspection and sampling activities shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law, or that such information is otherwise protected from disclosure under applicable Federal or State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public. It shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving persons furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Section 11: Federal limits supersede local limits

Upon the promulgation of a national categorical pretreatment standard for a particular industrial subcategory, the national standard, if more stringent than limitations imposed under this Article for sources in that subcategory, shall immediately supersede the limitations imposed under this Article. Dekalb County shall notify all affected significant industrial users of the applicable reporting requirements under 40 CFR 403.12.

Section 12: Significant noncompliance

The Director shall publish annually, in the largest daily newspaper published in the City, a list of users which, during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(1) Chronic violations of wastewater discharge limits, defined as those in which sixty-six (66) percent or more of wastewater measurements taken during a six-month period exceed the daily limit or average limit for the same pollutant parameter by any amount;

(2) Technical review criteria (TRC) violations, defined as those in which thirty-three (33) percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the daily

limit or the average limit multiplied by the applicable criteria (1.4 for BOD; TSS; fats, oils and grease; and 1.2 for all other pollutants except pH);

(3) Any other discharge violation that the Director believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of his emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in the wastewater discharge permit;

(6) Failure to provide, within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s) which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

Section 13: Penalties and enforcement

(a) Upon determination that a violation of this Article has occurred, the Director shall serve upon that discharger a written notice of violation. Within fifteen (15) days of receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions, shall be submitted by the violator to the Department. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or other enforcement action, without first issuing a notice of violation.

(b) The Director may order a discharger which has violated, or continues to violate, any provisions of this Article to appear before the Director and show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served by registered or certified mail, or by personal service on the user or the authorized representative of the user. Such notice may be served on any authorized representative of the discharger. A show cause hearing shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

(c) When the Director finds that a discharger has violated, or continues to violate, any provisions of this Division or that the discharger's past violations are likely to recur, the

Director may issue an order to the discharger directing it to cease and desist all such violations and directing the discharger to:

(1) Immediately comply with all requirements; and,

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation and to prevent recurrence of the violation.

(3) Each day of violation of a cease and desist order, after notice thereof, shall constitute a violation of this Division, and shall constitute a separate violation of this Division, subject to the maximum fine or imprisonment, or both, set forth in Chapter 1 of the City of Dunwoody Code of Ordinances.

(d) Violation of the provisions of this Division constitutes an infraction subject to a penalty not to exceed one thousand dollars ($1,000.00) per day per violation, imprisonment for a term not exceeding thirty (30) days for any single offense, in accordance with Chapter 1 of the City of Dunwoody Code of Ordinances. The City of Dunwoody or DeKalb County may institute appropriate action or proceedings at law or equity for the enforcement of this Division or to correct violations of this Division. Any court of competent jurisdiction may have the right to issue restraining orders, temporary or permanent injunctions and other appropriate forms of remedy or relief. Each day of noncompliance is considered a separate offense. Nothing herein contained shall prevent the City or Dekalb County from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief.

(e) When the Director finds that a discharger has violated, or continues to violate, any provision of this Division, the Director may petition the courts for the issuance of a temporary or permanent injunction, as appropriate, which rest rains or compels the requirements imposed by this Division on activities of the user. The Director may also seek such other action as appropriate for legal and/or equitable relief, including a requirement for the discharger to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or prerequisite for, taking other action against a discharger.

(f) The Director may recover reasonable attorneys' fees, court costs and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City or Dekalb County, including, but not limited to, containment, cleanup, injury, death and other.

Section 14: Permit revocation

The Director may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the Director of changed conditions pursuant to this Chapter;

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application or any other required reporting;

(4) Falsifying self monitoring reports or other required reporting;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the Director timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility;

(13) Change of any condition that requires either temporary or permanent reduction or elimination of the permitted discharge; or

(14) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Chapter.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

Section 15: Permit modification

The Director may modify any permit in whole or in part during its term for cause including, but not limited to, the following:

(1) Violating any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Division;

(2) Engaging in any act that would constitute basis for revocation of the permit;

(3) For purpose of incorporating any new or revised Federal, State or local pretreatment standard or requirements;

(4) For purpose of addressing significant alterations or additions to the user's operation, processes or wastewater volume or character since the time of wastewater discharge permit issuance;

(5) Information indicating that the permitted discharge poses a threat to the POTW, personnel, or the receiving waters;

(6) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct clerical or other errors in the wastewater discharge permit; or

(9) Changing any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

Section 16: Affirmative defenses to discharge violations

(a) Upset.

(1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of Section 16(a)(3), below, are met.

(3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(A) An upset occurred and the user can identify the cause(s) of the upset;

(B) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(C) The user has submitted the following information to the director within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):

(i) A description of the indirect discharge and cause of noncompliance;

(ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(D) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

(E) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(F) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(b) Prohibited discharge standards. A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Division 5, Section 3(1) or the specific prohibitions in Division 5, Section 3(2)(c) through (g) if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when Dekalb County was regularly in

compliance with its NPDES permits, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(c) Bypass.

(1) For the purposes of this section,

(A) "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.

(B) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this section.

(3) (A) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.

(B) A user shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) (A) Bypass is prohibited, and the Director may take an enforcement action against a user for a bypass, unless:

(i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should

have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(iii) The user submitted notices as required under paragraph (3) of this section.

(B) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in paragraph (c)(4)(A) of this section.

Division 5: Discharge Regulations

Section 1: Discharge of prohibited waters

Discharge to a public sanitary sewer of stormwater, surface runoff or groundwater is prohibited. These waters shall be discharged to sewers specifically designated as storm sewers, combined sewers, or to an outlet approved by the City or Dekalb County.

Section 2: Unauthorized tampering or use of sewers, appurtenances

No unauthorized person shall uncover, make any connections with or open, use, alter or disturb any public sanitary sewer or appurtenance without first obtaining a written permit from the Department.

Section 3: Prohibited substances, wastes or materials

(a) General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other Federal, state, or local pretreatment standards or requirements.

(b) Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances or wastewater:

(1) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases, or any other pollutants which create a fire or explosive hazard in the POTW including, but not limited to, wastestreams with a closed-up flash point of less than one hundred forty (140) degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21.

(2) Wastewater having a pH lower than 5.0 or higher than 11.5 or otherwise causing corrosive structural damage to sewerage or harm to personnel.

(3) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems, or any water wastes containing toxic or poisonous solids, liquids or gases in a quantity sufficient to interfere with any sewerage or sewage treatment process, constitute a hazard to humans or animals or create a public nuisance, whether these wastes cause problems independently or via action with other substances.

(4) Solids or viscous liquids in quantities, types or sizes which will cause either flow obstruction in the sewer system or interference with the operation of the POTW (size may not be greater than one-half (1/2) inch in any dimension).

(5) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through; and

(7) Wastes or pollutants which have been classified as hazardous waste or hazardous materials in accordance with 40 CFR Part 261.

Section 4: Limits set on certain substances, materials and wastes

(a) Discharge of any of the following water substances, wastes, or materials into a public sanitary sewer in excess of the stated limits and/or conditions is prohibited:

(1) Liquid or water vapor having a temperature greater than one hundred fifty (150) degrees F, or which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four (104) degrees C.

(2) Water or waste containing fats, wax, grease or oils of a petroleum or mineral base, in a concentration greater than one hundred (100) milligrams per liter (mg/l).

(3) Substances which become solids or very viscous liquids at temperatures greater than thirty-two (32) degrees Fahrenheit.

(4) Garbage that has been improperly shredded (any dimension greater than one-half (1/2) inch).

(5) Water or waste containing the contaminants listed at a concentration greater than the limits set. This restriction includes, but is not limited to, discharges by any user of the collection and treatment system such that specific pollutants discharged to the Dekalb County sanitary sewer system do not exceed concentrations specified below.

The concentration limits on discharges by any user, listed below, may be used as a guide in design and plant control, but may be altered by Dekalb County in the event of a discharge causing upset, interference or pass through at the POTW or having a deleterious effect upon any other aspect of public welfare, either alone or in combination with other discharges:

LOCAL DISCHARGE LIMITS FOR ALL CITY OF DUNWOODY INDUSTRIAL USERS – MAXIMUM DAILY CONCENTRATION

(As measured in discharges from manufacturing processes only, excluding domestic wastes or unpolluted discharges)

TABLE INSET:

Contaminant	**Industrial User Discharge Limit (mg/L)**	**Sample Type**
Arsenic	0.12	24-hr. composite
Cadmium	0.01	24-hr. composite
Chromium	2.3	24-hr. composite
Copper	2.6	24-hr. composite
Cyanide, Total	0.08	Grab
Lead	0.12	24-hr. composite
Mercury	0.002	24-hr. composite
Molybdenum	1.7	24-hr. composite
Nickel	1.8	24-hr. composite
Phenol	3.6	Grab
Selenium	0.5	24-hr. composite
Silver	1.7	24-hr. composite
Zinc	2.5	24-hr. composite

(6) Water or wastes containing taste- or odor-producing contaminants in such quantities that, after treatment of sewage, these contaminants impart their tastes or odors to receiving waters.

(7) Water or wastes colored by dye or other solutions to such a degree that the color is not removed by treatment.

(8) Wastes containing substances emitting radiation greater than one thousand (1,000) picocuries per liter (pCi/l) for gross beta.

(9) Any other contaminant which the Director deems harmful to the operation or efficiency of sewage treatment plants, the utilization or disposal of sludges, or to the health and welfare of the residents of the City.

(10) Waters or wastes containing any compound found to be toxic, in concentrations exceeding such acceptable limits as have been or shall be defined by the Environmental Protection Agency. This limitation includes compounds defined

by the Environmental Protection Agency as priority pollutants pursuant to 40 CFR 403.

(b) Ground paper products shall be prohibited from being discharged into the public sewer system.

(c) All industrial users shall be required to meet pretreatment standards as set forth in Title 40 Part 403 of the Code of Federal Regulations, entitled "General Pretreatment Regulations for Existing and New Sources of Pollution". The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405--471 are hereby incorporated.

(d) The City or Dekalb County may establish by ordinance, or the Director may establish in wastewater discharge permits, more stringent standards for requirements on discharges to the POTW.

Section 5: Discharges which affect effluent quality from sewage treatment plants

Discharges of materials or substances which would cause interference, upset and/or pass-through in the POTW, whether alone or in combination with other substances and discharges, are prohibited. Included without limitation in this category are:

(1) Slug concentrations of inert suspended solids (such as lime slurries).

(2) Slug concentrations of inert dissolved solids (such as sodium chloride).

(3) Slug concentrations of colored wastes (such as dyes and tanning solutions).

(4) Slug concentrations of materials high in BOD or COD.

(5) Slug concentrations of ammonia or organic nitrogen compounds.

(6) Slug concentrations of phosphorus compounds.

(7) Other wastes not amenable to treatment.

Section 6: Accidental discharge/slug control plans

(a) At least once every two (2) years, the Director shall evaluate whether each significant user needs an accidental discharge/slug control plan. The Director may require any user to develop, submit for approval and implement such a plan. Alternatively, the Director may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including non-routine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the Director or his designee of any accidental or slug discharge, as required by Section 12 of this Division;

(4) Procedures to prevent adverse impact from accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(b) Pollutants, substances or wastewater prohibited by this Division shall not be processed or stored in such a manner that they could be discharged to the POTW. Pollutants, raw materials, products, processed materials or waste materials shall not be stored in such a manner that they could be discharged to the storm drain or cause a contaminated discharge to the municipal separate storm sewer system.

Section 7: Separators and interceptors

Grease, oil and sand separators shall be provided when wastes containing more than one hundred (100) mg/l of fat, oil, grease or sand are discharged. Separators shall also be provided for any other substance in the wastes which becomes viscous or solidifies at a temperature above thirty-two (32) degrees Fahrenheit. All interceptors or separators shall be approved in writing by Dekalb County and shall be located for easy inspection. All expenses of installation and operation shall be borne by the owner. Interceptors and separators shall not be required for private living quarters.

Section 8: Industrial discharges and surcharges

(a) Industrial contributors to the public sanitary sewer system shall be required to pay a sewer rate surcharge based upon the concentration of total suspended solids (TSS), five-day BOD, ammonia and/or total phosphorus in their effluents. Industrial dischargers whose wastes contain greater than two hundred fifty (250) mg/l of either five-day BOD and/or total suspended solids, thirty (30) mg/l ammonia, or ten (10) mg/l total phosphorus shall pay the surcharge in an amount set by Dekalb County.

(b) If values for any constituent exceed two (2) times the minimum surcharge concentration (i.e., five hundred (500) mg/l TSS) then the Director may, if determined that these wastes adversely affect the POTW, require the industrial user to install pretreatment before discharging wastes to the public sanitary sewer system. This pretreatment must reduce the concentration of the wastes by treatment/removal of the excess constituent to the point where it no longer harms the POTW, and the values for all constituents are less than two (2) times the minimum surcharge concentration.

(c) Periodic determination of the values for constituents subject to surcharge shall be made on composite samples of industrial effluents by personnel of Dekalb County.

Section 9: Discharges requiring pre-treatment

The Department may require pretreatment of wastewater to an acceptable condition before discharge to the public sanitary sewer system when wastewaters contain the substances or possess the characteristics of prohibited or limited discharges. Pretreatment may also be required if these wastewaters cause upset, interference or pass through at the POTW or have a deleterious effect upon any other aspect of public welfare, either alone or in combination with other discharges. In addition to lowering the concentrations of substances to an acceptable level through pretreatment or altering the characteristics of a wastewater, the Department may require additional controls before discharge to the public sanitary sewer system. In particular, quantities or rates of discharge shall be altered so that the discharge becomes more compatible with the sewer system. Expenses incurred in the installation and operation of these controls shall be borne by the industrial user.

Section 10: Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 11: Measurements, tests and analyses, and sample collection

(a) Any measurements, tests, analyses, sample types, sample containers and/or holding times to which reference is made in this Chapter shall be determined in accordance with procedures and specifications as set forth in Title 40 Part 136 of the Code of Federal Regulations, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

(b) Analyses shall be determined at the control manhole, or upon a suitable sample taken at the control manhole. If no control manhole is available on the building sewer, the control manhole shall be considered the nearest downstream manhole to which the building sewer is directly connected. When the Director deems it necessary, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole on the building sewer to facilitate observation and sampling of wastes. This manhole, when required, shall be accessible, safely located, and constructed at the owner's expense in accordance with Dekalb County specifications.

(c) Except as indicated in subsection (d) below, the user must collect wastewater samples using flow proportional composite sampling techniques. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(d) Samples for oil and grease, temperature, Ph, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

Section 12: Accidental spills or drains

(a) In the case of accidental spills, loss to the drains of any deleterious material or substances, discharges of a non-routine nature, non-customary batch discharges or slug loads, the user shall immediately telephone and notify the Department of the incident. This notification shall include the time of occurrence, location of discharge, type of waste, concentration and volume if known and corrective actions taken by the user. The user shall take all possible actions to prevent a spill, and should a spill occur, shall take immediate steps to ensure no recurrence of the incident. Industrial users which store or otherwise handle toxic, hazardous or flammable materials must have an accidental discharge/slug control plan in place to prevent the discharge, accidental or otherwise, of said materials to the sewer system.

(b) Within five (5) days following such discharge, the user shall submit a detailed written report, unless waived by the Director, describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar occurrences in the future. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, natural resources or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties or other liability which may be imposed pursuant to this Division.

(c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees who may cause such a discharge to occur are advised of the emergency notification procedure.

Section 13: Discharge of trucked or hauled wastes

(a) Discharge to any public sanitary sewer, appurtenance, or treatment facility of pumped, trucked or hauled wastes from commercial or industrial sources is prohibited. This ban specifically includes the disposal of greases and other grease trap-related wastes from food establishments.

(b) Discharge of domestic septage is allowable only at a Dekalb County-authorized septic tank disposal site, located at the Snapfinger Creek Water Pollution Control Plant, in accordance with the following requirements:

(1) Septic tank pumping companies must register with the DeKalb County Health Department, Division of Environmental Health; have their trucks inspected by that agency; and be issued a permit to Operate.

(2) Discharge fees shall be payable by coupons, obtained at the DeKalb County Division of Revenue and License Administration, and presented to the operator at the disposal site. Fees shall be as established by Dekalb County.

(3) A manifest form must be completed on every septic tank pumped. Copies of the manifests for the septage to be discharged must be presented to the operator at the disposal site. The operator shall have the authority to deny approval for discharge to any load(s) not accompanied by manifests, due to discrepancies with the manifests, or other apparent problems with truck contents.

(4) Domestic septage shall be defined as the contents from septic tanks located at single-family residences, DeKalb County school facilities, or the contents of portable toilets.

(5) Repeat and/or major violations of these regulations may result in Dekalb County barring the hauling company from the treatment facility and denying access to disposal in Dekalb County's system, in addition to the other fines and penalties cited in this Division.

Section 14: Emergency Suspensions

The Director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend the user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension the Director may take such steps as deemed necessary, including immediate severance of the order, sewer connection, and/or termination of water supply, to prevent or minimize damage to the POTW, its receiving stream or endangerment to any individuals. The Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Director that the period of endangerment has passed.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement to the Director, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Division 5.1: Fats, Oils and Greases

Section 1: Title

This Division shall be known as the Fats, Oils, and Greases Regulations of the City of Dunwoody, Georgia.

Section 2: Definitions

For the purposes of this Division, certain terms and words are hereby defined. Where words are not herein defined, but are defined in Chapter 1 of the City of Dunwoody Code of Ordinances, those words shall have the meaning as defined therein. Unless otherwise defined herein, words related to water quality shall be as defined in the latest edition of Standard Methods for Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Unless otherwise defined herein, words related to construction shall be as defined in this Code and in the latest adopted applicable editions of the Georgia codes applicable to building construction adopted pursuant to State law. The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Architectural or historical restrictions means a building or structure in the City of Dunwoody that is one hundred (100) years or older and has special historical or esthetic interest or value.

Backflow means a reversal of normal flow in a system caused by a negative pressure (vacuum or partial vacuum) in the supply piping or other condition that reverses the normal direction of flow.

Baffle means a retention wall three-quarters (3/4) the length of the chamber nearer to the outlet.

Best management practices means a schedule of activities, a prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the introduction of fats, oils, and greases into the sewer system. These practices may vary by site, but produce the same reductions in fats, oils, and greases in the sewer system.

Change in operations means any change in the ownership, food types, or operational procedures of a food service establishment.

Compliance inspector means a person authorized by DeKalb County to inspect any existing or proposed wastewater generation, conveyance, processing, and/or disposal facilities.

Director means the director or designee of the DeKalb County Department of Watershed Management, or, if delegated by an intergovernmental agreement, the Director of the City of Dunwoody Department of Public Works.

Extreme economic hardship means a cost to comply with the requirements of these regulations that exceeds fifty thousand dollars ($50,000.00).

Fats, oils, and greases (FOG) means any substance such as a vegetable or animal product that is used in, or is a byproduct of, the food preparation process, that turns or may turn viscous or solidifies or may solidify with a change in temperature or other conditions.

Fixtures means a pot sink, pre-rinse sink, vegetable sink, meat sink, mop sink, soup kettles, work stations, floor drains, automatic hood wash units, garbage disposals, trash compactors, dishwashers, and any other similarly functioning plumbing fixtures.

Flow means volume of wastewater moving in a certain direction.

Flow control device means a mechanism installed to control flow of hydraulic levels of FOG into an interceptor.

FOG means fats, oils, and greases.

FOG control program means to reduce and/or control the discharge of fats, oils, and grease into the sewer system by educating and regulating food service establishments located in the City of Dunwoody or establishments located outside the City of Dunwoody but which discharge FOG.

FOG control program manager means the individual designated by DeKalb County to administer the FOG control program.

FOG interceptor means a multicompartment device that is constructed in different sizes and is generally required to be located underground between a food service establishment and the connection to the sewer system. These devices primarily use gravity to separate FOG from the wastewater as it moves from one compartment to the next. These devices must be cleaned, maintained, and have the FOG removed and disposed of in a proper manner on regular intervals to be effective.

FOG manifest means a document that the state-permitted transporter must provide to the FOG generator as proof of services rendered.

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FOG wastewater discharge permit means a permit issued by DeKalb County authorizing the food service establishment or generator to discharge wastewater into DeKalb County's facilities or into the sewer system.

Food Service Establishment (FSE) means any person who prepares and/or packages food or beverage for sale or consumption, on or off site, with the exception of private residences so long as the private residence is not used to prepare or package food or beverage for sale. Food service establishments include, but are not limited to, food courts; food manufacturers; food packagers; restaurants; catering services; bars/taverns; cafeterias; soda fountains; institutions, both public and private; mobile food vehicles (coach); wing trailers; diners; grocery stores; bakeries; coffee shops; ice cream shops; lounges; hospitals; hotels; nursing homes; churches; schools; daycare center; and all other food service establishments not listed above, either fixed or mobile, as are or may hereafter be recognized by the Dekalb County Health Department and/or the State Department of Agriculture.

Fresh air system/fixtures means a system that provides free circulation of air, which will prevent contamination from back flow or back siphonage, e.g. compartment sinks, dishwashers, floor drains, meat sinks, vegetable sinks, work stations, and mop sinks.

Generator means any person including those outside the jurisdictional limits of the City of Dunwoody who contributes, causes, or permits the contribution or discharge of wastewater into sewers within the City's boundaries.

Georgia state permitted transporter means a transporter as that term is defined by O.C.G.A. § 12-15-20 and as may hereinafter be amended.

Grease trap means an inside mechanism no less than one hundred (100) pounds and no more than three hundred (300) pounds in size, with baffle and flow control installed before the master trap.

Hot flushing means a situation prohibited in the City of Dunwoody that occurs when the FOG interceptor is too close to a hot-water-using device so the water does not cool sufficiently in the interceptor to allow the FOG to coagulate and float to the top and FOG is instead carried out to the sewer system.

Limited food preparation establishment means an establishment that is engaged only in reheating or serving of ready-to-eat food products and, as a result, discharges wastewater containing less than one hundred (100) mg/L of FOG per operating business day. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.

New construction means any structure, planned or under construction, where a sewer connection permit is required by law or regulation but has not been issued by Dekalb County.

Nonhazardous manifest means a receipt that is retained by the generator of wastes for disposing of FOG, liquids, or other wastes as required by DeKalb County.

Plumbing Drainage Institute rating means interceptors that are tested, rated, and certified in conformance with Standard Plumbing Drainage Institute-- G101 by the Plumbing and Drainage Institute.

Regulatory agencies means those agencies having regulatory jurisdiction over the operations of the City of Dunwoody including, but not limited to: the United States Environmental Protection Agency, region IV, Georgia and Washington, D.C. (EPA); the Georgia Department of Natural Resources (DNR); the Georgia Division of Public Health; the Georgia Environmental Protection Division (EPD); Dekalb County; or any regulatory agency or body as may be established by Federal, State, or local law.

Remodeling or *remodeled* means a physical change or operational change in a structure that requires an issuance of or revision to a business license or a building permit.

Septic tank means a hollow chambered tank without a baffle, T's, and flow control to restrict FOG from entering Dekalb County's sewer system.

Sewer system means as defined in Division 1, Section 1 of this Article and as may hereinafter be amended.

Shovel inspection means a FOG compliance inspector who uses a shovel to determine the condition of the FOG interceptor.

Sludge means any solid, semisolid or liquid decant, subnate or supernate from a manufacturing process, utility service, or pretreatment facility.

Sludge judge inspection means a test in which the FOG compliance inspector uses an instrument, usually a clear hollow plastic tube, to pull and measure a core sample from the FOG interceptor to determine its condition.

Standard Plumbing Drainage Institute--G101 means a comprehensive engineering and testing program developed to establish flow rates and FOG holding capacity for uniform rating of FOG interceptors.

Total solids means the sum of suspended and dissolved solids within a sample.

Twenty (20) percent rule means the requirement for FOG interceptors to be maintained such that the combined FOG solids accumulation does not exceed twenty (20) percent of the design hydraulic capacity of the FOG interceptor.

Visual inspection means an in-person observation by a FOG compliance inspector to determine if a shovel inspection and/or a sludge judge inspection is necessary to determine the condition of the FOG interceptor.

Waste means sewage and any and all other waste substances, liquid, solid, or gaseous, associated with human habitation or of human or animal nature intended for disposal.

Wastewater constituents and characteristics means the individual chemical, physical, and bacteriological parameters, including volume and flow rate, and such other parameters that serve to define, classify, or measure the quality and quantity of wastewater.

Section 3: Purpose, scope and policy

(a) These regulations are designed to facilitate the maximum beneficial public use of DeKalb County's sewer system while preventing blockages and overflows of sewer system resulting from discharges of FOG into the DeKalb County sewer system and to specify appropriate FOG discharge requirements for all facilities emitting FOG.

(b) By enactment of these regulations, the City intends to exercise its authority over sizing, location, maintenance, and material of grease traps and/or interceptors within the City of Dunwoody.

(c) The provisions of these regulations shall apply to the direct or indirect discharge of all wastewater or waste containing FOG discharged into the DeKalb County sewer system.

(d) These regulations establish quantity and quality standards on all wastewater and/or waste discharges containing FOG; which may alone or collectively cause or contribute to FOG accumulation in the sewer system causing or potentially causing or contributing to the occurrence of sanitary sewer overflows and blockages.

Section 4: Transporters of nonhazardous commercial waste

O.C.G.A. § 12-15-20 et seq. sets forth a permitting scheme for transporters of commercial waste and provides a regulatory method for the clean and sanitary removal of commercial waste. O.C.G.A. § 12-15-23 specifically authorizes local governments to enforce compliance with the provisions of the State law described in this section. O.C.G.A. § 12-15-20 et seq. as currently enacted and as may hereinafter be amended, is therefore adopted by reference as if set out fully in this section.

Section 5: Best management practices

(a) All persons disposing of FOG shall be required to properly dispose of FOG using all of the following best management practices:

(1) Dispose of FOG in covered collection containers;

(2) Place food scraps from dishes into trashcans and garbage bags and dispose of properly;

(3) Avoid disposing of food scraps in garbage disposers to help maintain interceptor volume;

(4) Allow FOG to cool first before it is skimmed, scraped, or wiped off of all preparation and servicing surfaces;

(5) Prewash dishes and pans with cold water before putting them in the dishwasher;

(6) Cover the kitchen sink drain with screening and empty debris into the garbage as needed;

(7) Cover the floor drain with a fine screen and empty into the garbage can as needed; and

(8) Recycle used fryer oil.

(b) All persons disposing of FOG shall not use any of the following practices when disposing of FOG:

(1) Pouring FOG down the drain;

(2) Putting food scraps down the drain; or

(3) Running hot water over dishes, pans, fryers, woks, and griddles to rinse FOG down the drain (also known as hot flush).

Section 6: Requirements for interceptor and specific plumbing connections

(a) All food service establishments shall only introduce pretreated wastewater acceptable to DeKalb County, under the requirements and standards established herein before discharging, directly or indirectly, into any DeKalb County sewer system.

(b) No more than one hundred (100) mg/L of FOG shall be discharged per operating business day. The FOG generator shall bear all of the expense of proving compliance with the one-hundred-mg/L threshold.

(c) Any food service establishment required to provide FOG pretreatment shall install, operate, and maintain an appropriately designed and adequately sized FOG interceptor that has been approved by Dekalb County.

(d) The testing procedures for waste constituents and characteristics shall be as provided in 40 CFR 136 (Code of Federal Regulations).

(e) FOG interceptors shall be connected to the food service establishment's lateral sewer line after all fixtures which may introduce FOG have been connected and shall have fresh air connected, as defined in these regulations. Fresh-air fixtures include, but are not limited to, sinks, dishwashers, garbage disposals, automatic hood wash units, floor drains in food preparation and storage areas, and any other fixtures which have a potential to introduce

FOG. Wastewater from sanitary sewer fixtures and other similar fixtures shall not be introduced into the FOG interceptor.

(f) FOG interceptors shall not be connected to septic tanks.

(g) All food service establishments that have dumpster pad/trash compactor drains on site and are connected to the sewer system shall have a separate interceptor (no less than one thousand (1,000) gallons in size) installed and functioning at all times. The sloping area to the outside drain and the drain shall be covered either by the dumpster/compactor or a canopy to prevent inflow and infiltration of rainwater.

(h) Any drains that lead to the sewer system including, but not limited to, trench drains, enclosed dock drains, carwash drains, elevator drains, and other similar types of drains shall have an oil-water debris interceptor of no less than one thousand (1,000) gallons and no more than three thousand (3,000) gallons in capacity.

Section 7: FOG interceptor physical specifications/requirements

(a) All interior FOG interceptors shall:

(1) Be a minimum of one hundred (100) pounds in capacity as defined by the Plumbing Drainage Institute;

(2) Be made of corrosion-resistant coated metal;

(3) Be properly sized based on the results of an inspection and FOG evaluation;

(4) Contain properly installed and functioning baffle walls and other flow control devices necessary to achieve the appropriate retention time;

(5) Have at least a thirty-minute interior retention time before gray water is discharged into the sewer system;

(6) Tie all of the fresh air fixtures to the FOG interceptor;

(7) Have fifteen-foot distance between the FOG interceptor and the last fresh air fixture and have a proper flow control device;

(8) Have a temperature of discharge entering the interior FOG interceptor that does not exceed one hundred forty (140) degrees Fahrenheit; and

(9) Be Plumbing Drainage Institute rated, be accessible for inspection, and be installed in accordance with the manufacturer's specifications by a licensed plumber and not a representative and/or an apprentice of the licensed plumber.

(b) All exterior FOG Interceptors shall:

(1) Be a minimum of one thousand (1,000) gallons in capacity;

(2) Be properly sized based on the results of an inspection and FOG evaluation;

(3) Be constructed of re-enforced materials suitable for load bearing and water tight to prevent inflow and infiltration;

(4) Be precast with a minimum of three thousand (3,000) psi concrete per applicable American Society for Testing and Materials standards with four (4) to seven (7) percent air entrapment;

(5) Have an invert elevation of the inlet between three (3) inches to six (6) inches above the invert elevation of the outlet;

(6) Contain a properly installed and functioning baffle wall and other flow control devices necessary to achieve an adequate time for FOG to properly separate but not to exceed twenty-four (24) hours;

(7) Contain inlet and outlet T's made of schedule 40 PVC piping and at a ninety-degree angle with a minimum diameter of the inlet and outlet piping to be six (6) inches;

(8) Include the outlet T six (6) inches from the manhole cover;

(9) Include T piping of the inlet and outlet that is within eighteen (18) inches of the bottom and at least five (5) inches above the static liquid level of the tank;

(10) Have the FOG interceptor set level on a consolidated, stable base so that no settling or tipping of the FOG interceptor can occur;

(11) Connect all of the fresh-air fixtures to the FOG interceptor;

(12) Have the outlet discharge line from the FOG interceptor directly connected to a sewer line tapped into the collection main;

(13) Have solid manhole covers to prevent inflow and infiltration;

(14) Have two (2) or more manholes for entry to each chamber of hydraulic liquid mass;

(15) Be accessible for inspections and have no permanent or temporary structure or container placed directly over the FOG interceptor or installed in areas subject to traffic; and

(16) Be installed by a licensed plumber.

(c) The contents of any fryer-oil containers shall not be mixed with any other FOG interceptor waste or any other no-toxic or toxic substances.

Section 8: Maintenance requirements for new and existing FSE's

(a) Depth of FOG. The depth of FOG (floating and settled) in the FOG interceptor shall not be equal to or greater than twenty (20) percent of the total operating depth of the interceptor.

(b) General requirements for FOG interceptors. In order to maintain FOG interceptors, all food service establishments shall remove the sludge, floating materials, solids, and wastewater, and shall scrape all excessive solids from the walls, floor, baffles, and all pipe work and shall pump interior and exterior FOG interceptors dry as set forth in these regulations and as required by the terms and conditions of the permit.

(1) FOG interceptors shall be kept free from any inflow/infiltration such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc., as such inflow reduces the effectiveness of the FOG interceptor; thereby increasing the need for more frequent cleaning.

(2) To insure that the FOG interceptor can be maintained properly, the FOG interceptor needs to be free from any obstruction that would hinder the maintenance, function, and inspection of the interceptor.

(3) A Georgia State Permitted Transporter shall perform all maintenance of FOG interceptors. All Georgia State Permitted Transporters working in the City of Dunwoody shall have an active Georgia Waste Transporter's Permit and a DeKalb County Transporters Permit in the manner and form set forth by O.C.G.A. § 12-15-20 et seq. Transporters working in the City of Dunwoody are required to leave a copy of a nonhazardous waste manifest with the food service establishment. Maintenance schedules may vary based on individual circumstances to protect the sewer system.

(4) The FOG compliance inspector has the authority to change the FOG interceptors cleaning cycles for any FOG generator at any time.

(5) The discharge or introduction of any additives to the sewer system is unlawful and prohibited. The direct introduction of additives into the FOG interceptor is prohibited. Additives include but are not limited to biological agents such as enzymes, bacteria, and/or degreasing agents.

(6) The FOG generator shall be responsible for the proper removal and disposal of the FOG interceptor waste by a Georgia State Permitted Waste Transporter and maintenance of records of disposal as specified in this section. All waste removed

from each FOG interceptor must be disposed of at an appropriate disposal facility designed to receive such waste.

(7) No FOG interceptor pumpage shall be discharged to the sewer system as otherwise prohibited in these regulations.

(8) Every FOG interceptor shall be required to have a Georgia Nonhazardous Waste Manifest. The Georgia Nonhazardous Waste Manifest must be complete with all information required by these regulations and state law.

(9) Mechanical FOG interceptors are prohibited in the City of Dunwoody.

(c) Exterior FOG interceptors. Maintenance of exterior FOG interceptors shall be performed at least once every ninety (90) days. Skimming, decanting, and/or any reintroduction of water into exterior FOG interceptors shall not be allowed under any conditions.

(d) Interior FOG interceptors. Interior FOG interceptors maintenance shall be performed once every thirty (30) days, and all of the fresh air and/or safe-way plumbing fixtures shall be connected. In-house cleaning of interior FOG interceptors is prohibited. To insure proper FOG interceptor maintenance, interior FOG interceptors shall be free from any obstruction that would hinder the maintenance of the interceptor. Interior FOG interceptors shall be easily accessible with a minimum clearance of thirty-six (36) inches.

(e) Interior and exterior FOG interceptor records. All food service establishments shall maintain records of the date and time of all cleaning and maintenance. Every FOG interceptor manifest shall be placed in a logbook, folder, or three-ring notebook. This book shall be made available on demand by the FOG compliance inspector during inspection. All records of at least three (3) years shall be kept on site and available. These records shall include:

(1) A logbook of FOG interceptor and/or FOG control device cleaning and maintenance;

(2) A record of best management practices being implemented, including employee training;

(3) Copies of records and manifests of waste transporting interceptor contents;

(4) Records of any spills and/or cleaning of the lateral sewer line; and

(5) Records of sampling data and sludge height monitoring for FOG and solids accumulation in the FOG interceptors.

Section 9: Notification of spills by the food service establishment

(a) In the event that any food service establishment is unable to comply with any permit condition due to a breakdown of equipment, accidents, or human error or the food service establishment has reasonable opportunity to know that his/her/its discharge shall exceed the discharge provisions of the FOG wastewater discharge permit or these regulations, the food service establishments shall immediately notify the FOG control program manager or designee by telephone at the number specified in the permit. If the material discharged to the sewer has the potential to cause or result in sewer blockages or sanitary sewer overflows, the food service establishment shall immediately notify the FOG control program manager or designee by telephone at the number specified in the permit and the Director of the DeKalb County Health Department or designee orally or by telephone at the published numbers for such departments.

(b) All food service establishments shall provide written notification of this oral or telephonic notification to the FOG control program manager at the address specified in the permit no later than five (5) working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.

(c) Such notification shall not relieve a food service establishment of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to DeKalb County, the City of Dunwoody or any other damage or loss to person or property; nor will such notification relieve a food service establishment from payment of any fees or imposition of any other liability which may be authorized by these regulations or other applicable law.

Section 10: FOG wastewater discharge permit

(a) Food service establishments proposing to discharge or currently discharging wastewater that contains FOG into the DeKalb County sewer system shall obtain a FOG wastewater discharge permit annually or cease ongoing operation until such permit is obtained. In addition to any other penalties authorized by law, failure to obtain such a permit shall subject the food service establishment to the potential of the disconnection of water service, until such permit is obtained.

(b) FOG wastewater discharge permits shall be subject to all provisions of these regulations and all other regulations, charges for use, and fees established by DeKalb County. DeKalb County and the City of Dunwoody in accordance with these regulations and applicable law shall have joint authority to enforce the conditions of FOG wastewater discharge permits.

(c) The FOG wastewater discharge permit shall be issued upon:

(1) Receipt of a complete application,

(2) Compliance with these regulations,

(3) Compliance with the applicable provisions of this Code, and

(4) The proper installation and maintenance of a FOG interceptor that complies with the applicable provisions of this Code.

In the event that the food service establishment complies with the applicable provisions of these regulations, a permit will be issued or denied within thirty (30) days of compliance with this section. If the permit is not issued or denied within the time frame specified herein, the permit shall be deemed issued and approved.

Section 11: FOG wastewater discharge permit application

(a) All food service establishments are required to obtain a FOG wastewater discharge permit and shall complete and file with DeKalb County prior to commencing or continuing discharges, an application for a wastewater discharge permit in a form prescribed by DeKalb County along with any applicable fees. The applicant shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name, address, telephone number, assessor's parcel number(s), description of the food service establishment, operation, cuisine, service activities, and, as applicable, clients using the applicant's services;

(2) Whichever is applicable, the name and address of any and all principals/owners/major shareholders of the food service establishment, articles of incorporation, most recent report of the secretary of state, and a copy of the owner's business license;

(3) Name and address of property owner or lessee and the property manager for the property where the food service establishment is located; and

(4) Any other information specified in the application form.

(b) Applicants may be required to submit site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control devices, FOG interceptors, or other pretreatment equipment and appurtenances by size, location, and elevation for evaluation.

(c) Other information related to the applicant's business operations and potential discharge may be requested to properly evaluate the permit application.

(d) After evaluation of the data furnished, DeKalb County may issue a FOG wastewater discharge permit, subject to the terms and conditions set forth in these regulations and as otherwise determined by the FOG control program manager to be appropriate to protect DeKalb County's sewer system.

(e) The FOG wastewater discharge permit and application fee shall be paid by the applicant in an amount adopted by Dekalb County. Payment of the application permit fee must be received by DeKalb County at the time of filing the application for the permit. A food service establishment shall also pay any delinquent invoices in full prior to any permit renewal.

(f) An application shall not be considered complete until all the information required by this section is provided to the FOG control program manager or designee. The FOG control program manager shall have fifteen (15) business days from receipt of such information to advise a food service establishment that an application is not complete.

Section 12: FOG wastewater discharge permit conditions

The issuance of a FOG wastewater discharge permit may contain any of the following conditions or limits:

(a) Limits on discharge of FOG (one hundred (100) mg/L), which may cause or contribute to sanitary sewer overflows and/or sewer blockages;

(b) Requirements for proper operation and maintenance of FOG interceptors and other FOG control devices;

(c) FOG interceptor maintenance frequency and schedule;

(d) Requirements for implementation of best management practices and installation of adequate FOG interceptor and/or FOG control device;

(e) Requirements for maintaining and reporting status of best management practices;

(f) Requirements for maintaining and submitting logs and records, including waste hauling records and waste manifests;

(g) Requirements to self-monitor the discharge to the sewer system and periodically assess and report on the condition of the sewer lateral;

(h) Requirements for the food service establishment to construct operate and maintain, at its own expense, a FOG control device(s) and sampling facilities;

(i) Additional requirements as otherwise determined to be reasonably appropriate by the FOG control program manager to protect DeKalb County's sewer system or as specified by other regulatory agencies; and

(j) Other terms and conditions which may be reasonably applicable to ensure compliance with these regulations.

Section 13: FOG wastewater discharge permit modification of terms and conditions

(a) The terms and conditions of an issued permit may be modified by the FOG control program manager if there is a change in:

(1) The generator's current or anticipated operating data;

(2) DeKalb County's current or anticipated operating data;

(3) The requirements of regulatory agencies which affect the City and/or DeKalb County; or

(4) A determination by the FOG control program manager and his or her designee that such modification is required to comply with the provisions of these regulations.

(b) The food service establishment may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change and the reasons for the change. The FOG control program manager shall review the request, make a determination on the request, and respond in writing within thirty (30) days of receipt of the request.

(c) The food service establishment shall be informed of any change in the permit limits, conditions, or requirements at least forty-five (45) days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance, not to exceed forty-five (45) days.

Section 14: Permits for new and existing facilities, grandfathering, and effective date

(a) New facilities. Food service establishments which are newly proposed, constructed, or existing facilities which will be expanded or renovated, shall be required to install a properly sized FOG interceptor according to the requirements set forth in these regulations and such FOG interceptors shall be permitted and installed prior to the issuance of a certificate of occupancy for the food service establishment.

(b) Existing facilities. The City and DeKalb County requires all existing food service establishments to install, operate, and maintain a FOG interceptor that complies with the requirements set forth in these regulations. All food service establishments shall repair or replace any noncompliant plumbing or the existing FOG interceptor within ninety (90) days of written notification by DeKalb County or the City if any one or more of the following conditions exist or occur:

(1) The facility is found to produce any product that creates FOG as a byproduct;

(2) The facility does not have a FOG interceptor;

(3) The facility has an undersized, irreparable, improperly configured, or defective FOG interceptor;

(4) Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by ~~DeKalb County~~the City of Dunwoody;

(5) The existing facility is sold or undergoes a change of ownership or expansion;

(6) The existing facility does not have plumbing connection to a FOG interceptor in compliance with the requirements of DeKalb County and these regulations; or

(7) If a food service establishment changes its business name.

(c) Grandfathering. If an existing food service establishment is housed in a structure that because of its architectural or historical restrictions the owner will suffer extreme economic hardship in order to upgrade the existing FOG interceptor, then the establishment may keep the current FOG interceptor in place provided that all fresh-air fixtures must be tied into the current FOG interceptor, and the FOG interceptor must be at least fifteen (15) feet from the last fresh-air fixture. Additionally, the FOG interceptor must be cleaned every ten (10) days by a Georgia State Permitted Transporter. In the event that any remodeling of such a food service establishment is undertaken or if the food service establishment changes ownership, then a FOG interceptor that complies with all applicable requirements of this code shall be installed.

(d) Notification of planned changes. All food service establishments shall notify the FOG compliance manager at least ninety (90) days in writing in advance prior to any change of ownership, facility expansion/remodeling, or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. All food service establishments shall submit any information requested by DeKalb County or the City for evaluation of the effect of such expansion on the Food Service Establishment's FOG discharge to the sewer system.

(e) Effective date. These regulations shall become effective immediately upon adoption all new and existing Food Service Establishments and subject to the written policy promulgated by Dekalb County.

Section 15: FOG wastewater discharge permit duration and renewal

FOG wastewater discharge permits shall be issued annually. At least thirty (30) days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of Article 2 of this Chapter.

Section 16: Exemption from FOG wastewater discharge permit

A limited food preparation establishment is not considered a food service establishment and is exempt from obtaining a FOG wastewater discharge permit.

Section 17: Non-transferability of permits and fees

(a) FOG wastewater discharge permits issued under these regulations are for a specific food service establishment, for a specific operation, and create no vested rights.

(b) No permit holder shall assign, transfer, or sell any FOG wastewater discharge permit issued under these regulations nor use any such permit for or on any premises or for facilities or operations or discharges not expressly encompassed within the underlying permit.

(c) A permitting fee that covers the administrative costs for administering the FOG program shall be established by Dekalb County and assessed to each facility subject to these regulations.

Section 18: Payment of charges

All fees established by these regulations are due and payable upon receipt of notice thereof. Accounts shall become delinquent if not paid within thirty (30) days of the date of mailing, or if personally delivered, the date of delivery. Any invoice outstanding and unpaid after ninety (90) days shall be cause for immediate initiation of permit revocation proceedings or immediate suspension of the permit.

Section 19: Inspections and authority to enforce regulations

(a) Authority to inspect. The compliance inspectors shall inspect food service establishments on both an unscheduled and unannounced basis or on a scheduled basis. All food service establishments may be inspected up to four (4) times per year. Inspection of a FOG interceptor shall be performed at frequencies necessary to protect the capacity of the sewer system against the accumulation of FOG in an amount that would exceed the twenty (20) percent rule. Inspection shall include all fixtures, equipment, food processing, and storage areas, and shall include a review of the processes that produce wastewater discharged from a facility through the FOG interceptor. Any deficiencies shall be noted, including but not to be limited to:

(1) Failure to report changes in operations or wastewater constituents and characteristics;

(2) Failure to properly maintain the FOG interceptor;

(3) Failure to maintain logs, files, records, or access for inspection or monitoring activities;

(4) Failure to obtain or renew the FOG discharge permits in a timely manner; or

(5) Any other violations of these regulations or state law that requires correction by the food service establishment.

(b) Right of entry. Where it is necessary to make an inspection to enforce the provisions of these regulations or where the FOG control program manager or designee has reasonable cause to believe that there exists in a building or structure or upon a premises a condition which is contrary to or in violation of the applicable provisions of this Chapter, the FOG control program manager or designee is authorized to enter the building, structure or premises at reasonable times to inspect or perform any of the duties imposed by the applicable provisions of this Chapter. If such building, structure, or premises is occupied, the inspector shall present credentials to the occupant and shall request entry. If such building, structure, or premises is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person having charge or control of the building, structure, or premises and request entry. If entry is refused, the inspector shall have recourse to the remedies provided by law for entry. In the event of an emergency involving actual or imminent sanitary sewer overflow, the inspector may access adjoining businesses or properties that share a sewer system with a food service establishment in order to prevent or remediate an actual or imminent sewer overflow.

Section 20: Noncompliance fees, letters and schedules

(a) Re-inspection fee. Any food service establishment in noncompliance with the terms and conditions specified in its permit or with any provision of these regulations shall pay a noncompliance fee. The purpose of the noncompliance fee is to compensate DeKalb County and/or the City of Dunwoody for costs of additional inspections, follow-ups, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the noncompliance, and shall be in addition to and not in lieu of any penalties as may be assessed pursuant to these regulations. Noncompliance fees shall be in the amount adopted by Dekalb County.

(b) Noncompliance letters. Immediately following every inspection and/or FOG evaluation, the food service establishment inspected shall receive a letter indicating the results of the inspection. A certified letter of noncompliance means the food service establishment is in violation of the applicable provisions of this Code. Letters of noncompliance shall include a description of the code being violated and the immediate course of action the food service establishment shall be required to take to come into compliance. Failure to comply with a letter of non-compliance is also a violation of these regulations.

(c) Compliance schedule. Upon determination that a food service establishment is noncompliant with the terms and conditions specified in its permit or any provision of these regulations or needs to construct and/or acquire and install a FOG interceptor, the FOG control program manager may also issue and require the food service establishment to abide by a compliance schedule. The issuance of a compliance schedule may contain terms and conditions including, but not limited to, requirements for installation of a FOG interceptor and facilities, submittal of drawings or reports, audit of waste hauling records,

best management and waste minimization practices, payment of fees, or other provisions to ensure compliance with these regulations.

(d) Fees. The FOG control program manager shall not issue a compliance schedule until such time as all amounts owed by the food service establishment due to DeKalb County or the City are paid in full. If compliance is not achieved in accordance with the terms and conditions of a compliance schedule, the FOG control program manager may issue an order suspending or revoking the FOG wastewater discharge permit.

Section 21: Permit suspension and revocation

(a) Permit suspension and revocation. The FOG control program manager may suspend or revoke any permit when it is determined that a food service establishment:

(1) Fails to comply with the terms and conditions of a noncompliance letter or compliance schedule order;

(2) Destroys, removes, conceals, or knowingly provides a false statement, representation, record, report, or other document to DeKalb County or the City;

(3) Refuses to provide records, reports, plans, or other documents required by DeKalb County or the City to determine permit terms or conditions, discharge compliance, or compliance with these regulations;

(4) Falsifies, tampers with, destroys, or knowingly renders inaccurate any monitoring device or sample collection method;

(5) Does not make timely payment of all amounts owed for user charges, permit fees, or any other fees imposed pursuant to these regulations;

(6) Causes interference, a sewer blockage, or a sanitary sewer overflow in the sewer system, violates FOG interceptor maintenance requirements, violates any condition or limit of its FOG wastewater discharge permit, or violates any provision of these regulations; or

(7) Refuses to accept a notice by personal service or certified mail.

(b) Notification.

(1) When the FOG control program manager has reason to believe that grounds exist for permit suspension or revocation, he/she shall give written notice thereof by certified mail to the food service establishment setting forth a statement of the facts and grounds deemed to exist, together with the time and place where the charges shall be heard by the Director. The hearing date shall be not less than fifteen (15) calendar days or more than forty-five (45) calendar days after the mailing of such notice.

(2) At the suspension or revocation hearing, the food service establishment shall have an opportunity to respond to the allegations set forth in the notice by presenting written or oral evidence. The hearing shall be conducted in accordance with written procedures established by the Director. The Director shall conduct the hearing and shall render a decision in writing within thirty (30) calendar days after the conclusion of the hearing.

(3) The written decision and order of the Director shall be sent by certified mail to the food service establishment at the food service establishment's business address. Upon an order of suspension or revocation by the FOG control program manager becoming final, the food service establishment shall immediately cease and desist its discharge and shall have no right to discharge any wastewater containing FOG directly or indirectly into DeKalb County's sewer system for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the food service establishment. Any owner or responsible management employee of the food service establishment shall be bound by the order of suspension or revocation. Upon an order of revocation by the FOG control program manager becoming final, the food service establishment shall permanently lose all rights to discharge any wastewater containing FOG directly or indirectly to DeKalb County's sewer system. All costs for physical termination shall be paid by the food service establishment.

(4) An order of permit suspension or revocation issued by the FOG control program manager shall be final in all respects on the sixteenth (16th) day after it is mailed to the food service establishment.

(c) Damage to facilities or interruption of normal operations of the sewer system. Any person who discharges any waste which causes or contributes to any sewer blockage, sanitary sewer overflows, obstruction, interference, damage, or any other impairment to DeKalb County's sewer system and/or equipment, or to the operation of those facilities and/or equipment shall be liable for all costs required to clean and/or repair the facilities and/or equipment, together with expenses incurred to resume normal operations. A service charge of twenty-five (25) percent of DeKalb County's or the City’s costs shall be added to the costs and charges to reimburse DeKalb County and/or the City for miscellaneous overhead, including administrative personnel and recordkeeping. The total amount shall be payable within forty five (45) days of invoicing. Any person who discharges a waste which causes or contributes to DeKalb County or the City violating its discharge requirements established by any Regulatory Agency incurring additional expenses or suffering losses or damage to the facilities and/or equipment shall be liable for any costs or expenses incurred by DeKalb County and/or the City, including regulatory fines, penalties, and assessments made by other agencies or a court.

(d) Termination of water service to the food service establishment. DeKalb County, by order of the FOG control program manager, may physically terminate water service to any property as follows:

(1) If so ordered in any order of suspension or revocation of a permit; or

(2) Upon the failure of a person not holding a valid FOG Wastewater discharge permit to immediately cease the discharge, whether direct or indirect, to DeKalb County's sewer system after the issuance of a final order or suspension or revocation.

(3) All costs for physical termination of the water service shall be paid by the owner or operator of the food service establishment as well as all costs for reinstating service.

(e) Emergency suspension order. DeKalb County may, by order of the FOG control program manager or designee, suspend water service when the FOG control program manager or designee determines that such suspension is necessary in order to stop an actual or impending discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, or to the environment, or may cause sanitary sewer overflows, sewer blockages, interference to DeKalb County's sewer facilities, or may cause DeKalb County and/or the City to violate any State or Federal law or regulation. Any discharger notified of and subject to an emergency suspension order shall immediately cease and desist the discharge of all wastewater containing FOG to the sewer system.

(f) Emergency suspension hearing. As soon as reasonably practicable following the issuance of an emergency suspension order, but in no event more than five (5) business days following the issuance of such order, the Director shall hold a hearing to provide a food service establishment the opportunity to present information in opposition to the issuance of the emergency suspension order. Such a hearing shall not stay the effect of the emergency suspension order. The hearing shall be conducted in accordance with written procedures established by the Director. The Director shall issue a written decision and order within two (2) business days following the hearing, which decision shall be sent by certified mail to the food service establishment at that food service establishment's business address. This decision shall either lift the emergency suspension order or suspend or revoke the permit subject to the suspension and revocation appeal process set forth in these regulations.

Section 22: Criminal penalties

(a) Any person that does anything prohibited or fails to do anything required by these regulations, upon citation and conviction of the violation in the City of Dunwoody Municipal Court, shall be subject to the penalties in accordance with Chapter 1 of the Dunwoody Code of Ordinances. Where any offense or violation continues from day to day, each day's continuance thereof shall be deemed a separate offense.

(b) Upon a second and subsequent conviction within a twelve-month period, measured from the date of the first conviction, of any violation of these regulations, the Municipal Court

shall impose a fine of not less than five hundred dollars ($500.00) in addition to any other penalty or punishment imposed by the court.

(c) Upon a third and subsequent conviction within a twelve-month period measured from the date of the first conviction of any violation of these regulations, the Municipal Court shall impose a fine of one thousand dollars ($1,000.00) in addition to any other penalty or punishment imposed by the court.

(d) The penalties provided in this section are not cumulative and shall not prohibit DeKalb County or the City from pursuing any other civil or criminal remedies authorized by this Code, the Dekalb County Code of Ordinances, State, or Federal law.

Division 6: Rates and Charges

Section 1: Levied

A service charge is levied and assessed for the operation and maintenance of the sewer system. This charge is based on the amount of potable water consumed per month by each contributor to the sewer system. The rate at which this charge is levied shall be as established by Dekalb County. The charges imposed by this Article may be periodically revised at the discretion of Dekalb County and pursuant to the intergovernmental agreement between Dekalb County and the City. A readiness-to-serve charge is imposed for the operation of the sewer system based on the size of the customer's water meter. A surcharge for overstrength waste, i.e., wastes consisting of total suspended solids and/or five-day biochemical oxygen demand materials in concentrations exceeding 250 mg/l, ammonia in concentrations exceeding 30 mg/l, and total phosphorus exceeding 10 mg/l, is levied at a rate approved and adopted by Dekalb County.

Section 2: Billing

The Dekalb County Finance Department will prepare for each contributor to the sewerage system a monthly or bimonthly notice of the amount due. This notice shall be addressed and mailed to the address as designated by the owner or occupant of the property. Payment is due in full ten (10) days from date notice is mailed, and shall be in default if not paid on or before the twentieth day after the date of the notice. Failure to receive the notice in no way relieves the occupant of liability for the amount due.

Section 3: Collection

The Dekalb County Finance Department will be responsible for the collection of all sewer service charges, pursuant to the Intergovernmental Agreement between Dekalb County and the City. It will have deposited to the account of the water and sewer fund of Dekalb County all sums collected for water and sewer services as soon as received.

Section 4: Disconnection of service for failure to pay

If payment has not been received twenty (20) calendar days after the date of the notice of amount due for sewer services, a default notice shall be sent to the occupant of the property. If payment is not received within ten (10) days after the date of the default notice, then Dekalb County will initiate action to terminate water service until such time as all sums due for sewer service, including penalties, are paid in full.

Section 5: Right to tax for benefit of sewer system

Nothing in this Article shall be construed as limiting the right of the City or Dekalb County to exercise its right as authorized by law to create, operate and maintain a sewerage system through the imposition of ad valorem taxation.

Section 6: Discharges to sewer system by persons or governments residing outside Dekalb County

No persons or governments residing or operating outside the limits of Dekalb County shall discharge or cause to be discharged any material into the sanitary sewer system of Dekalb County without the prior approval of Dekalb County.

Division 7: Phosphorus Control

Section 1: Declaration of policy

O.C.G.A. section 12-5-27.1 provides that whenever a local government entity is required by the environmental protection division to reduce phosphorus in its wastewater being discharged into the waters of the State, such local government entity shall pass an ordinance mandating the retail sale of low phosphorus household laundry detergent as part of its phosphorus reduction process. It is hereby declared to be the public policy of the City to encourage the use of clean phosphate-free household laundry detergents and to prohibit the sale of household laundry detergents which contain more than five-tenths (0.5) percent phosphorus by weight. The City adopts Dekalb County’s findings that such use and sale will be a cost-effective way to reduce the amount of phosphorus in wastewater discharge so as to protect Georgia's rivers and lakes downstream; promote health, safety, and welfare; and prevent injury to human health, plant and animal life, and property. It is vital to the health, well-being, and welfare of present and future inhabitants of the City that these sources be protected against contamination and pollution.

Section 2: Definitions

The following definitions shall apply in the interpretations and enforcement of this Division:

Household laundry detergent. A laundering cleaning compound in liquid, bar, spray, tablet, flake, powder, or other form used for domestic clothes-cleaning purposes. The term "household laundry detergent" shall not mean:

(1) A dishwashing compound, household cleaner, metal cleaner, degreasing compound, commercial cleaner, industrial cleaner, or other substance that is intended to be used for nonlaundry cleaning purposes;

(2) A detergent used in dairy, beverage, or food processing cleaning equipment;

(3) A phosphorus acid product, including a sanitizer, brightener, acid cleaner, or metal conditioner;

(4) A detergent used in hospitals, veterinary hospitals or clinics, or health care facilities or in agricultural production;

(5) A detergent used by industry for metal cleaning or conditioning;

(6) A detergent manufactured, stored, or distributed for use or sale outside of the State;

(7) A detergent used in any laboratory, including a biological laboratory, research facility, chemical laboratory, and engineering laboratory; or

(8) A detergent used in a commercial laundry that provides laundry services for hospitals, health care facilities, or veterinary hospitals.

Person. The term "person" shall mean any person, firm, partnership or corporation.

Phosphorus. The term "phosphorus" shall mean elemental phosphorus.

Section 3: Sales prohibited

It shall be unlawful for any person to sell at the retail level a household laundry detergent which contains greater than five-tenths (0.5) percent phosphorus by weight and is intended to be used for domestic clothes-cleaning purposes.

Section 4: Penalties for violation

Any person who violates any provision of this Division shall be subject to a fine not to exceed the maximum fine allowed under this Code. Each sales transaction shall constitute a separate offense.

Section 5: Civil Action

In addition to the penalty provided in section 4 above, Dekalb County and/or the City may maintain an action or proceeding in any court of competent jurisdiction to compel compliance with or restrain any violation of this Division.

Section 6: Individual right to damages

Nothing in this Division shall be construed to abridge, limit or otherwise impair the right of any person to damages or other relief on account of injuries to persons or property arising out of a violation of this Division and to maintain any action or other appropriate proceeding thereof.

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2008-12-55

AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 25, WATER, SEWER AND SEWAGE DISPOSAL, PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF DUNWOODY, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 25 (WATER, SEWER AND SEWAGE DISPOSAL) AS ATTACHED HERETO AND INCORPORATED HEREIN

WHEREAS: The Ordinance relating to Chapter 25, Water, Sewer and Sewage Disposal, is hereby adopted and approved, and is attached hereto as if fully set forth herein; and,

WHEREAS: This Ordinance is being adopted pursuant to the Intergovernmental Agreement between the City of Dunwoody and Dekalb County, as approved on December 1, 2008, and shall be designated as Chapter 25 of the Code of Ordinances of the City of Dunwoody, Georgia; and

WHEREAS: This Ordinance shall become effective upon its adoption.
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NOW, THEREFORE, THE COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS that Chapter 25, Water, Sewer and Sewage Disposal, is hereby adopted and approved as part of the Code of Ordinances for the City of Dunwoody, Georgia. Any ordinance in conflict with this ordinance is hereby repealed.

SO ORDAINED AND EFFECTIVE this the 29th day of December, 2008.

Approved:

_____

Ken Wright, Mayor

Attest:

_____

Joan Jones, Acting City Clerk
(Seal)

Approved as to Form and Content:

_____

Brian Anderson, City Attorney

Chapter 16: Offenses and Violations

Article 1: General Prohibitions

Section 1: Disorderly Conduct.

(a) It shall be unlawful for any person to disturb or endanger the public peace or decency by any disorderly conduct.

(b) The following acts, among others, are declared to be disorderly conduct:

(i) Act in a violent or tumultuous manner toward another whereby any person is placed in fear of the safety of such person's life, limb or health;

(ii) Act in a violent or tumultuous manner toward another whereby the property of any person is placed in danger of being damaged or destroyed;

(iii) Cause, provoke or engage in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;

(iv) Assemble or congregate with another or others for the purpose of gaming;

(v) Be in or about any place, alone or with others, with the purpose of or intent to engage in any fraudulent scheme, trick or device to obtain any money or valuable thing or to aid or abet any person doing so;

(vi) Be in or about any place where gaming or illegal sale or possession of alcoholic beverages or narcotics or dangerous drugs are practiced, allowed or tolerated, for the purpose of or intent to engage in gaming or the purchase, use, possession or consumption of such illegal drugs, narcotics or alcohol;

(vii) Direct fighting words toward another, that is, words which by their very nature tend to incite an immediate breach of the peace;

(viii) Interfere, by acts of physical obstruction, with another's pursuit of a lawful occupation;

(ix) Congregate with another or others in or on any public way so as to halt the flow of vehicular or pedestrian traffic, and to fail to clear that public way after being ordered to do so by a city police officer or other lawful authority;

(x) Stand or remain in or about any street, sidewalk, overpass, or public way so as to impede the flow of vehicular or pedestrian traffic, and to fail to clear such street, sidewalk, overpass or public way after being ordered to do so by a police officer or other lawful authority;

(xi) Disrupt by actions which tend to cause an immediate breach of the peace the undisturbed activities of any house of worship, hospital, or home for the elderly; or

(xii) Throw bottles, paper, cans, glass sticks, stones, missiles, or any other debris on public property.

Section 2: Offenses against public morals

(a) A person commits the offense of distributing obscene material when he or she sells, lends, rents, leases, gives, advertises, publishes, exhibits, or otherwise disseminates to any person any obscene material of any description, knowing the obscene nature thereof, or offers to do so, or possesses such material with the intent to do so, provided that the word 'knowing,' as used in this section, shall be deemed to be either actual or constructive knowledge of the obscene contents of the subject matter; and a person has constructive knowledge of the obscene contents if he or she has knowledge of facts which would put a reasonable and prudent person on notice as to the suspect nature of the material; provided, however, that the character and reputation of the individual charged with an offense under this law, and, if a commercial dissemination of obscene material is involved, the character and reputation of the business establishment involved may be placed in evidence by the defendant on the question of intent to violate this law. Undeveloped photographs, molds, printing plates, and the like shall be deemed obscene notwithstanding that processing or other acts may be required to make the obscenity patent or to disseminate it.

(b) Material is obscene if:

(i) To the average person, applying contemporary community standards, taken as a whole, it predominantly appeals to the prurient interest, that is, a shameful or morbid interest in nudity, sex, or excretion

(ii) The material taken as a whole lacks serious literary, artistic, political, or scientific value; and

(iii) The material depicts or describes, in a patently offensive way, sexual conduct specifically defined in subparagraphs (A) through (E) of this paragraph:

(A) Acts of sexual intercourse, heterosexual or homosexual, normal or perverted, actual or simulated;

(B) Acts of masturbation;

(C) Acts involving excretory functions or lewd exhibition of the genitals;

(D) Acts of bestiality or the fondling of sex organs of animals; or

(E) Sexual acts of flagellation, torture, or other violence indicating a sadomasochistic sexual relationship.

(c) Any device designed or marketed as useful primarily for the stimulation of human genital organs is obscene material under this Code section.

(d) Material not otherwise obscene may be obscene under this Code section if the distribution thereof, the offer to do so, or the possession with the intent to do so is a commercial exploitation of erotica solely for the sake of their prurient appeal.

(e) It is an affirmative defense under this Code section that selling, lending, renting, leasing, giving, advertising, publishing, exhibiting, or otherwise disseminating the material was restricted to:

(i) A person associated with an institution of higher learning, either as a member of the faculty or a matriculated student, teaching or pursuing a course of study related to such material; or

(ii) A person whose receipt of such material was authorized in writing by a licensed medical practitioner or psychiatrist.

(f) A person who commits the offense of distributing obscene material shall be guilty of a misdemeanor of a high and aggravated nature.

Section 3: Alcohol related offenses.

(a) *Alcohol consumption near package stores*. It shall be unlawful for any person to open or to consume all or any part of any type of alcoholic beverage within 100 feet of any retail store where alcoholic beverages are sold in package form or within the boundary lines of the property on which such retail store is located, whichever constitutes the greater distance.

(b) *Drinking in public*. It shall be unlawful for any person to drink any vinous, malt or other alcoholic beverage while on any streets, sidewalks, alleyways, parking areas or other open areas operated and controlled by the City, or while in or on the grounds of any MARTA station. Further it shall be unlawful for any person to drink any vinous, malt or other alcoholic beverage while in any city park except during permitted festivals or at other licensed locations within such parks.

A licensee may prepare and serve alcoholic beverages to be consumed within an outdoor dining area as part of the operation of a sidewalk café. Open containers of alcoholic beverages shall only be transported into or out of outdoor dining areas by the licensee's working employees as part of their work duties.

(c) *Disorderly while under the influence*.

(i) Acts constituting violation. It shall be unlawful for any person within the corporate limits of the City to be disorderly while under the influence on the streets, sidewalks or other public places. The following acts are declared to be in violation of this section:

(A) Any person who acts in a reckless manner so as to create an unreasonable risk to himself, to others or to property in the vicinity while under the influence of alcohol or drugs.

(B) Any person who shall defecate or urinate on the streets or sidewalks or in the halls or elevators of public or commercial buildings, or on any property open to public view in the City while under the influence of alcohol or drugs.

(C) Any person who, without provocation, uses to or of another, in such person's presence fighting words, or who shall panhandle under the influence of alcohol or drugs.

(D) Any person who shall act in a tumultuous manner toward another so as to endanger the life limb, health or property of another while under the influence of alcohol or drugs.

(E) Any person who shall lie down or otherwise obstruct, block or impede pedestrian or vehicular traffic on any sidewalk, street, or entrance or exit to any public way, house of worship, business, public hall, theater, public conveyance or other public place and who shall refuse to remove themselves when ordered to do so by a City Police Officer or other lawful authority while under the influence of alcohol or drugs.

(F) Any person who shall act in a boisterous, turbulent, or agitated manner, or who shall use profane, vulgar, loud or unbecoming language while under the influence of alcohol or drugs while on the city streets sidewalks, or other public places within the corporate limits of the City.

(ii) Duty of peace officer. Any peace officer, in accordance with standards set out in standard operating procedures promulgated by the Police Chief, may take or send an individual under the influence of alcohol or drugs to such person's home or to a treatment facility in lieu of incarcerating such person for violations of this section or when such person is unresponsive to the officer's communications. Any peace officer so acting shall be considered as carrying out such peace officer's official duty. The standard operating procedures shall set out the circumstances under which a peace officer may send an individual home or to treatment facility without formally rendering charges against a person.

(d) Furnishing to, purchasing of, or possession by person under 21 years of age of alcoholic beverages.

(i) Except as otherwise authorized by law:

(1) No person directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age;

(2) No person under 21 years of age shall purchase, drink or knowingly possess any alcoholic beverages;

(3) No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining illegally any alcoholic beverage;

(4) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age;

(5) No person under 21 years of age shall misrepresent such person's identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverages; or

(6) No person shall keep or maintain a place where persons under 21 years of age are allowed and permitted to come and purchase, drink or possess any alcoholic beverage.

(ii) The prohibitions contained in subsections (1), (2) and (4) of subsection (i) of this section shall not apply with respect to the sale, purchase or possession of alcohol beverages for consumption:

(A) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state; or

(B) At a religious ceremony.

(iii) The prohibitions contained in subsections (1), (2) and (4) of subsection (i) of this section shall not apply with respect to the possession of alcoholic beverages for consumption by a person under 21 years of age when the parent or guardian of the person under 21 years of age gives the alcoholic beverage to the person and when possession is in the home of the parent or guardian and such parent or guardian is present.

(iv) The prohibition contained in subsection (1) of subsection (i) of this section shall not apply with respect to sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and includes, without being limited to, a passport, military identification card, driver's license, or an identification card authorized under O.C.G.A. §§ 40-5-100 through 40-5-104. "Proper identification" shall not include a birth certificate.

(v) If such conduct is not otherwise prohibited pursuant to O.C.G.A. § 3-3-24, nothing contained in this section shall be construed to prohibit any person under 21 years of age from:

(A) Dispensing, serving, selling or handling alcoholic beverages as a part of employment in any licensed establishments;

(B) Being employed in any establishment in which alcoholic beverages are distilled or manufactured; or

(C) Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment.

(vi) Testimony by any person under 21 years of age, when given in an administrative or judicial proceeding, against another person for violation of any provision of this section, shall not be used as an admission in any administrative or judicial proceedings brought against such testifying person who is under 21 years of age.

(vii) Nothing in this section shall be construed to modify, amend or supersede O.C.G.A Title 15, Chapter 11 (O.C.G.A. § 15-11-1 et seq.).

(viii) Any person convicted of violating any prohibition contained in subsection (i) of this section shall be punished by a fine not to exceed $1,000.00 or imprisonment in the City Jail for not more than 180 days or both; except that any person convicted of violating subsection (i)(2) of this section shall be punished by not more than 30 days' imprisonment or a fine of not more than $300.00, or both. Any defendant charged under this section shall be entitled upon request to have the case against such defendant transferred to the court having general misdemeanor jurisdiction in the County in which the alleged offense occurred.

Any person charged with a second or subsequent offense under this section shall be punished as for a misdemeanor of a high and aggravated nature in the court having general misdemeanor jurisdiction in the County in which the alleged offense occurred.

(ix) Whenever any person who has not been previously convicted of any offense under this section or under any other law of the United States or this or any other state relating to alcoholic beverages pleads guilty to or is found guilty of a violation of subsection (i)(2) or (i)(3) of this section, the court, without entering a judgment of guilt and with the consent of such person, may defer further proceedings and place such person on probation upon such reasonable terms and conditions as the court may require. The terms of probation shall preferably be such as require the person to undergo a comprehensive rehabilitation program, including, if necessary, medical treatment, not to exceed three years, designed to acquaint such person with the ill effects of alcohol abuse and to provide such person with knowledge of the gains and benefits which can be achieved by being a good member of society. Upon violation of a term or condition of probation, the court may enter an adjudication of guilt and proceed accordingly. Upon fulfillment of the terms and conditions of probation, the court shall discharge such person and dismiss the proceedings against such person. Discharge and dismissal under this subsection shall be without court adjudication of guilt and shall not be deemed a conviction for purposes of this subsection or for purposes of disqualifications or disabilities imposed by law upon conviction of a crime. Discharge and dismissal under this subsection may occur only once with respect to any person.

(x) Unless the officer has reasonable cause to believe such person is intoxicated, a law enforcement officer may arrest by issuance of a citation a person accused of violating only subsection (i)(2) of this section. The citation shall enumerate the specific charges against the person and either the date upon which the person is to appear and answer the charges or a notation that the person will be later notified of the date upon which the person is to appear and answer the charges. If the person charged shall fail to appear as required, the judge, having jurisdiction of the offense may issue a warrant or other order directing the apprehension of such person and commanding that such person be brought before the court to answer the charges contained within the citation and the charge of such person's failure to appear as required. Nothing in this subsection shall be construed to invalidate an otherwise valid arrest by citation of a person who is intoxicated.

(e) <u>Consumption and transporting open containers of alcoholic beverages</u>. No person shall consume alcoholic beverages or transport open containers of alcoholic beverages on or upon public areas, except where otherwise authorized in this Code.

Section 4: Prostitution and Related Offenses

(a) <u>House of ill fame.</u>

(1) A person, having or exercising control over the use of any place or conveyance within the City which would offer seclusion or shelter for the practice of prostitution, commits the offense of keeping a place of prostitution when such person knowingly grants or permits the use of such place for the purpose of prostitution;

(2) Those places or conveyances which have been adjudged to be places of prostitution, as provided in this Chapter, may be abated as also provided in this Chapter.

(b) Solicitation for an illicit sexual act.

(1) It shall be unlawful for any person, while in any place open to the public and whether as a pedestrian or in a motor vehicle, to offer or consent to perform any illicit sexual act for money or any other thing of value. Furthermore, it shall be unlawful for any person, while in a place open to the public and whether as a pedestrian or in a motor vehicle, to attempt to induce, entice, solicit, pander, purchase or procure another to commit any illicit sexual act for money or other things of value. An illicit sexual act is defined as one or more of the following:

(i) Prostitution.

(ii) Sodomy for hire.

(iii) Masturbation for hire.

(2) For purposes of subsection (b)(1) of this section, any person shall include solicitors of illicit sexual acts or panderers, who solicit, procure or purchase another to perform any illicit sexual act in exchange for money or other things of value, and who are commonly referred to as "johns" or "tricks."

Any person engaging in violation of this section shall be guilty of the offense of idling and loitering for the purposes of committing an illicit sexual act.

Section 5: Public Indecency

It shall be unlawful for any person to perform any of the following acts in a public place:

(1) Simulated acts of sexual intercourse.

(2) An exposure of one's genitals, or of one's breasts, if female, except in a place designed for same.

Section 6: Vandalism.

(a) Public Property

(i) It is unlawful for any person to vandalize, deface, or in any way alter the appearance or operation of any public property or park in the City.

(ii) No person shall spit on the floors, walls, or other parts of any public building in the City.

(b) Private Property

(i) It is unlawful for any person to vandalize, deface, or in any way alter the appearance or operation of any private property without the consent of the owner.

(ii) This subsection shall not be construed as affecting any remedy the private property owner may have at law.

Section 7: Graffiti.

(a) Purpose and Intent.

(i) Graffiti promotes blight in the neighborhoods in which it occurs and encourages similar acts of vandalism. Without prompt removal of graffiti, other properties become the target of graffiti and entire neighborhoods are affected and become less desirable places in which to live and work.

(ii) The Council members of the City of Dunwoody in the interest of public health, safety, and welfare further find and declare that to be truly effective in the deterrence, eradication, and removal of graffiti, it is necessary to implement a comprehensive anti-graffiti ordinance.

(b) Definition. *"Graffiti"* means the defacing, altering, modifying, changing, drawing, damaging, or destroying by spraying or use of paint, or marking of ink, dye, or any other similar substances on public and/or private buildings, structures, and places, an inscription, slogan, drawing, or modification.

(c) Prohibited Acts.

(i) It shall be unlawful for any person(s) to deface, alter, modify, change, draw, damage, or destroy by spraying or use of paint, or marking of ink, dye, or any other similar substance on public and/or private buildings, structures and places, an inscription, slogan, drawing, or modification, or otherwise damage private or public property in contradiction of other City ordinances, by or through the application of "graffiti" as defined herein.

(ii) It shall be unlawful for any person owning or otherwise being in control of any real property within the City to maintain, permit, or allow any graffiti to be placed upon any structure located on such property when the graffiti is visible from the street or other public or private property after notice, in writing, has been given to such person in control of said property.

(d) Graffiti Notice of Removal. It shall be unlawful for any person, firm, or utility owner, or acting as a manager, tenant, or agent for the owner of the property, to permit the application of or fail to remove graffiti within ten (10) business days after written notice is given.

(e) Graffiti Notice Procedure.

(i) Whenever the City becomes aware of the existence of graffiti or other unsightly conditions on any property, including structures or improvements within the City, a police officer or code enforcement officer shall give or cause to be given, written notice to the property owner, and/or owner's agent, tenant, or manager to remove such graffiti or other unsightly condition therefrom.

(ii) The notice required by this section may be served in any one of the following manners:

(A) By personal service or registered or certified mail addressed to the owner or the last known address of said owner. If this address is unknown, the notice will be sent to the property address. Such notice shall allow ten (10) days from the date of notice for removal of identified graffiti.

(B) In the event that the City has attempted to notify the proper person under (A) above, and is unable to do so, then the City is authorized to post the above notice on the main entrance of the building.

(iii) For the purposes of giving the notice to the owner of the property, the person shown as the owner of said property on the ad valorem tax records of the City shall be sent such notice at the address shown thereon unless the City receives actual notice that another person owns said property. In addition, the owner may notify the City that the tenant, pursuant to a written lease, has control of the property or has control of that portion of the building which is the subject matter of this ordinance and, in the event the City receives such notice, the City shall notify the tenant of the notice of removal as provided in this ordinance and proceed against the tenant and not the owner. Provided, however, as to any violation of this ordinance in existence on or before January 1, 2009, any notice of removal shall give sixty (60) days for the removal thereof.

(f) Accepted Graffiti Removal Products.

(i) The Planning and Zoning Department shall maintain a list of substances designated as acceptable products to remove specific types of graffiti from specific surfaces (unpainted brick, concrete, stone, etc.). This list shall include detailed information on the appropriate use of such designated substances. Appropriate use of said substances by property owners shall constitute compliance with the requirement to remove graffiti contained therein.

(ii) Uses of any of these items or any other items are at the risk of the user. The City does not recommend the products. Use may discolor or damage the finish of the surface the products are used on.

(g) City Cost Declared Lien. If the person, agent, firm, manager, or owner of the property fails to remove the graffiti by the end of the ten (10)-day notification period, the City Manager may cause the graffiti to be removed and charge to the property owner the expenses incurred. Upon the completion of removal by the City, the City shall provide the proper party written notice consistent with subsections (d) and (e) above of the total cost of removal and shall give the proper party thirty (30) days to pay the total cost incurred by the City. If the expenses of the removal remain unpaid for a period of 60

days, the City may place a lien against the property upon which said nuisance existed and from which the graffiti was removed.

(h) Graffiti Penalty. Any person who is convicted of violating this Article shall be punished in a manner consistent with Chapter 1, General Provisions, Article 3, Violations, Section 1 of this Code of Ordinances. The Municipal Court may suspend or probate a portion or all of its sentence upon such conditions to include but not be limited to the restoring of the property so defaced, damaged, or destroyed, or other remedial action.

Section 8: Tampering with Utilities.

It is unlawful for any person to disturb, tamper with, or remove any guy wires from any electric power pole, utility pole, or telephone pole located within the City.

Section 9: Loitering and Prowling

(a) It shall be unlawful for a person to be in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

(b) Among the circumstances which may be considered in determining whether alarm is warranted is the fact that the person takes flight upon the appearance of a law enforcement officer, refuses to identify himself, or manifestly endeavors to conceal himself or any object. Unless flight by the person or other circumstances make it impracticable, a law enforcement officer shall, prior to any arrest for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern which would otherwise be warranted by requesting the person to identify himself and explain his presence and conduct. No person shall be convicted of an offense under this section if the law enforcement officer failed to comply with the foregoing procedure or if it appears at trial that the explanation given by the person was true and would have dispelled the alarm or immediate concern.

Section 10: Fines and Punishment

Any person found guilty of violating the any provision of this Article shall be punished in a manner consistent with Chapter 1, General Provisions, Article 3, Violations, Section 1 of this Code of Ordinances.

Article 2: False Alarms

Section 1: Definitions

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

(a) *"Burglar alarm system"* means any assembly of equipment or device, whether mechanical or electrical, arranged or designed to signal by any means the occurrence of an illegal entry into the premises or any other activity requiring urgent police attention and to which the Police Department may reasonably be expected to respond; provided, however, that this definition does not include alarm systems installed exclusively for the

purpose of signaling an ongoing robbery, fire or medical emergency, and does not include any alarm system installed in a motor vehicle.

(b) "*Burglar alarm user"* means the person or other entity which owns, leases, rents, manages, possesses, or has primary control over the premises in which a burglar alarm system is installed or maintained.

(c) "*Chief of Police"* means the Chief of the Dekalb County Police Department, Dekalb County Sheriff or the Chief of Police of the City of Dunwoody Police Department if such department is established or his/her designee.

(d) "*False alarm"* means the activation of a signal from a burglar or fire alarm system which elicits a response from the Police or Fire and Rescue Department when there is in fact no emergency or actual or threatened criminal activity necessitating such a response. This definition includes, without being limited to, any burglar alarm system signal activated as a result of weather, negligence, accident, mechanical failure, electrical failure, electrical surge, signals activated intentionally in non-emergency situations, and signals activated where the actual cause of such activation is unknown. There is a rebuttable presumption that an activated burglar or fire alarm system signal is a false alarm if the responding personnel, after following normal procedures in their response and investigation, find no evidence of unauthorized entry, criminal activity or other emergency. An activated alarm system signal shall not be considered a false alarm if:

(i) The Police or Fire and Rescue Department is notified to cancel its response by the alarm user or the alarm user's monitoring agent prior to the time emergency personnel arrive at the premises;

(ii) The burglar or fire alarm system signal was intentionally activated by an individual based upon a reasonable belief that an emergency or actual or threatened criminal activity requiring immediate response existed;

(iii) The burglar or fire alarm system signal was activated by lightening or other act of nature resulting in an electrical surge which causes physical damage to the alarm system and which damage is evidenced by the written report of a licensed alarm system contractor who conducted an inspection of the system at the premises and personally observed such physical damage.

(e) "*Fire alarm"* means any assembly of equipment or device, whether mechanical or electrical, arranged or designed to signal by any means the occurrence of a fire at the premises.

(f) "*Police Department"* means the Dekalb County Police Department, Dekalb County Sheriff or City of Dunwoody Police Department, if such department is established.

(g) "*Premises"* means the building or structure or any portion of a building or structure in which there is installed or maintained a burglar alarm system.

Section 2: Purpose and Intent.

Based on the experiences of surrounding municipalities and communities and their law enforcement officers, the Council finds that emergency response to false alarms creates additional risks to public safety by diverting limited public safety resources away from both real emergencies and normal patrol activities intended and designed to prevent criminal acts.

Therefore, the purpose of this Article is to promote public safety by making burglar and fire alarm users in the City of Dunwoody directly responsible for preventing false alarms.

Section 3: Registration Required.

(a) No later than 5 business days following the installation of any burglar or fire alarm system, the alarm user shall provide the following information to the Chief of Police:

  (i) The complete name, address, and phone number of the alarm user;

  (ii) The names of all persons authorized to enter the premises and deactivate the alarm system signal as well as all phone numbers at which such persons can be reached;

  (iii) The name and telephone number of the alarm user's monitoring agent, if any; and

  (iv) If known, the name and telephone number of the person or entity which installed the alarm system.

(b) Any changes in the information set forth in subsection (a) of this section must be reported to the Chief of Police within 5 business days. Burglar or fire alarm users utilizing alarm systems installed prior to the effective date of this Article shall provide the information set forth in subsection (a) of this section to the Chief of Police no later than sixty (60) days following such effective date, unless sooner requested in writing by the Chief of Police.

(c) The registration requirements of this subsection shall not apply where the alarm system is installed in premises used exclusively for residential purposes; provided, however, upon the occurrence of the third false alarm within any calendar year at any such premises used exclusively for residential purposes, the Chief of Police is authorized to require in writing that the alarm user comply with the registration requirements within (five) 5 business days.

(d) All alarm systems installed before incorporation of the City of Dunwoody shall be registered with the Chief of Police within six (6) months after the effective date of this Article. The City may authorize the City Manager to obtain the registration information from the Police Chief of Dekalb County, Georgia.

Section 4: Deactivation Mechanism Required.

No burglar or fire alarm system installed after the effective date of this Article shall be used unless such system is equipped with a mechanism or device that automatically deactivates the alarm system signal no later than 30 minutes after activation.

Section 5: Monitoring and Enforcement.

The Chief of Police shall receive and maintain all information required to implement the terms of this Article and shall be responsible for its enforcement. This Article shall be enforced by the issuance of a citation and prosecution in the City Municipal Court, or other court of competent jurisdiction.

Section 6: Prohibitions.

(a) It shall be a violation of this Article for any burglar or fire alarm user to cause, allow or permit three or more false alarms in any calendar year. It shall also be a violation of this

Article for any burglar or fire alarm user to fail or otherwise refuse to comply with the registration or equipment requirements set forth in Sections 3 and 4 of this Article.

(b) No person shall intentionally make, turn in, or report a false alarm of fire or false request for police or ambulance assistance, or aid or abet in the commission of such an act.

Section 7: Penalties.

Upon conviction, violations of this Article shall be punished as follows:

(a) For the third and each subsequent false alarm that occurs at the same premises within any twelve-month period, a fine shall be assessed in the amount of $50.00; provided, however, that no burglar alarm user shall be assessed fines in excess of $200.00 for false alarms that occur at the same premises in any 24-hour period.

(b) For all other violations of this Article, not including false alarms, a fine shall be assessed in the amount of $100.00 and, in addition thereto, the violator may be enjoined by the Municipal Court Judge from continuing the violation.

(c) Each violation shall constitute a separate offense.

(d) False alarms shall not be counted for purposes of assessing the penalties provided for in subsection (a) of this section so long as such false alarms occur within 10 days following the installation of the burglar or fire alarm system.

Article 3: Nuisance Abatement

Section 1: Findings of the existence of nuisances

(a) The governing authority of the City of Dunwoody, Georgia, finds and declares that within the city limits of the City of Dunwoody there is the existence or occupancy of dwellings or other buildings or structures which are unfit for human habitation or for commercial, industrial, or business occupancy or use and not in compliance with applicable state minimum standard codes as adopted by ordinance or operation of law or any optional building, fire, life safety, or other codes relative to the safe use of real property and real property improvements adopted by ordinance in the City or general nuisance law and which constitute a hazard to the health, safety, and welfare of the people of the City and the State; and that public necessity exists for the repair, closing, or demolition of such dwellings, buildings, or structures.

(b) It is further found and declared that in the City of Dunwoody where there is in existence a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people of the city and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation. The governing authority of the City finds that there exist in the City dwellings, buildings, or structures which are unfit for human habitation or for commercial, industrial, or business uses due to dilapidation and which are not in compliance with applicable codes; which have defects increasing the hazards of fire,

accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or other conditions exist rendering such dwellings, buildings or structures unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the City, or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed, and private property exists constituting an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity of the property.

(c) It is the intention of the governing authority that this Article shall comply with and does comply with O.C.G.A § 41-2-9(b) as a finding that conditions as set out in O.C.G.A. § 41-2-7 exist within the City of Dunwoody, Georgia.

Section 2: Continued use of other laws and ordinances

It is the intent of the Mayor and City Council that nothing in this Article shall be construed to abrogate or impair the powers of the courts or of any department of the City to enforce any provisions of any local enabling act, charter, or ordinance or regulation nor to prevent or punish violations thereof; and the powers conferred by this Article shall be in addition to and supplemental to the powers conferred by any other law or ordinance, legislation, or regulation.

Section 3: Definitions

(a) "Applicable codes" means:

(i) Any optional housing or abatement standard provided in chapter 2 of Title 8 of the O.C.G.A as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;

(ii) Any fire or life safety code as provided for in Chapter 2 of Title 25 of the O.C.G.A.; and

(iii) Any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. Chapter 2 of Title 8 after October 1 provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

(b) "Closing" means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

(c) "Drug crime" means an act which is a violation of O.C.G.A. Article 2 of Chapter 13 of Title 16, known as the Georgia Controlled Substances Act.

(d) "Dwellings, buildings, or structures" means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or

intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. The term 'dwellings, buildings, or structures' shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

(e) "Governing authority" means the Mayor and Council of the City of Dunwoody, Georgia.

(f) "Municipality" means any incorporated city within the State of Georgia.

(g) "Owner" means the holder of the title in fee simple and every mortgagee of record.

(h) "Parties in interest" means:

(i) Persons in possession of said property and premises;

(ii) Persons having of record in the county in which the dwelling, building, or structure is located any vested right, title, or interest in or lien upon such dwelling, building, or structure or the lot, tract, or parcel of real property upon which the public health hazard or general nuisance exists based upon a fifty-year title examination conducted in accordance with the title standards of the State Bar of Georgia;

(iii) Persons having paid an occupational tax to the governing authority for a location or office at the subject building or structure; or

(iv) Persons having filed a property tax return with the governing authority as to the subject property, building, or structure.

(i) "Public authority" means any member of a governing authority, any housing authority office, or any office who is in charge of any department or branch of the government of the municipality, county, or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the County or Municipality.

(j) "Public officer" means the officer or officers who are authorized by O.C.G.A. Section 41-2-7, Section 41-2-8 and Sections 41-2-9 through 41-2-17 and by this Article adopted under Section 41-2-7, Section 41-2-8, and Sections 41-2-9 through 41-2-17 to exercise the powers prescribed by this Article or any agent of such officer or officers.

(k) "Repair" means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(l) "Resident" means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Section 4: Duties of owners; appointment of public officer; procedures for determining premises to be unsafe or unhealthful

(a) It is the duty of the owner of every dwelling, building, structure, or property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the City, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure or property in violation of such codes or ordinances.

(b) The City Manager shall appoint or designate the City Code Enforcement Officer, City Fire Marshal, City Fire Chief, City Police Chief, Building Inspector, and their designees as public officer(s) to exercise the powers prescribed by this Article.

(c) Whenever a request is filed with the public officer by a public authority or by at least five (5) residents of the City charging that any dwelling, building, or structure is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property. If the officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the owner and parties in interest in such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the owner and the parties in interest; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the owner and parties in interest that a hearing will be held before a court of competent jurisdiction as determined by O.C.G.A. Section 41-2-5, at a date and time certain and at a place within the City where the property is located. Such hearing shall be held not less than fifteen (15) days nor more that forty-five (45) days after the filing of said complaint in court. The owner and parties in interest shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing;

(d) If after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support of such determination and shall issue and cause to be served upon the owner and any parties in interest that have answered the complaint or appeared at the hearing, or order:

(i) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or

(ii) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this Article, the court shall make its determination of reasonable cost in relation the present value of the dwelling, building or structure without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered income and financial status of the owner shall not be factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 41, of the O.C.G.A. qualified building contractors, or qualified building inspectors without actual testimony presented.

Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

(e) If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer may cause such dwelling, building, or structure, to be repaired, altered, improved, vacated and closed, or demolished. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its

use in connection with drug crimes or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

(f) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against to cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and the City are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

(g) The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(h)

(i) The lien provided for in subsection (g) of this section shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure or demolition in the office of the Clerk of Superior Court in Dekalb County and shall relate back to the date of this filing of the lis pendens notice required under subsection (g) of O.C.G.A. § 41-2-12. The Clerk of Superior Court shall record and index such certified copy of the order in the deed records of Dekalb County and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the Clerk of Superior Court, the public officer shall forward a copy of the order and a final statement of costs to the County Tax Commissioner. It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem tax, including specifically Chapter 4 of Title 48 of the O.C.G.A.; provided, however that the limitation of O.C.G.A. §48-4-78 which requires twelve (12) months of delinquency before commencing a tax foreclosure shall not apply. The Tax Commissioner shall remit the amount collected to the governing authority of City of Dunwoody. Thirty (30) days after imposition of the lien, the unpaid lien amount shall bear interest and penalties in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(ii) The Tax Commissioner shall collect and retain an amount equal to the cost of administering a lien authorized by O.C.G.A. § 41-2-7 et seq. unless such costs are

waived by resolution of Dekalb County. Any such amount collected and retained for administration shall be deposited in the general fund of Dekalb County to pay the cost of administering the lien.

(iii) The City may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the municipality agreeing to a timetable for rehabilitation of the real property of the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(iv) Where the abatement action does not commence in the Superior Court, review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the Superior Court under O.C.G.A. Section 5-3-29.

(v) The public officers designated herein may issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard or general nuisance, and may seek to enforce such citation in a court of competent jurisdiction prior to issuing a complaint in rem as provided in this article.

(vi) Nothing in this Article shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Section 5: Determination by public officer that under existing ordinances dwellings, buildings, or structures are vacant and sample conditions of nuisances

(a) The public officer may determine, under existing ordinances, that a dwelling, building, or structure is unfit for human habitation or is unfit for its current commercial, industrial, or business use if he/she finds that conditions exist in such building, dwelling, or structure which are dangerous or injurious to the health, safety, or morals of the occupants of such dwelling, building, or structure; of the occupants of neighborhood dwelling, buildings, or structures; or of other residents of the City. Such conditions include the following (without limiting the generality of the foregoing):

(i) Defects therein increasing the hazards of fire, accidents or other calamities;

(ii) Lack of adequate ventilation, light, or sanitary facilities;

(iii) Dilapidation;

(iv) Disrepair;

(v) Structural defects;

(vi) Uncleanliness; and

(vii) Other additional standards, which may from time to time be adopted and referenced herein by ordinance amendment.

(b) The public officer may determine, under existing ordinances, that a dwelling, building or structure is vacant, dilapidated, and being used in connection with the commission of drug crimes based upon personal observation or report of a law enforcement agency and evidence of drug crimes being committed.

Section 6: Powers of public officers

The public officer(s) designated in this Article shall have the following powers:

(a) To investigate the dwelling conditions in the City in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;

(b) To administer oaths and affirmations, to examine witnesses, and to receive evidence;

(c) To enter upon premises for the purpose of making examinations; provided; however, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;

(d) To appoint and fix the duties of such officer, agents, and employees as he or she deems necessary to carry out the purposes of this Article; and

(e) To delegate any of his or her functions and powers under the Ordinance to such officers and agents as he or she may designate.

Section 7: Service of Complaints and other filings

(a) Complaints issued by a public officer pursuant to this Article shall be served in the following manner:

(i) At least fourteen (14) days prior to the date of the hearing, the public officer shall mail copies of the complaint by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are reasonably ascertainable.

(ii) Copies of the complaint shall also be mailed by first-class mail to the property address to the attention of the occupants of the property, if any, and shall be posted on the property within three (3) business days of filing the complaint and at least fourteen (14) days prior to the date of the hearing.

(iii) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in Dekalb County once a week for two consecutive weeks prior to the hearing.

(b) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided above on any interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Article 4: Animals

Section 1: Cruel Treatment of Animals Prohibited.

(a) No person shall willfully place within reach of any domestic animals, any substance that is poisonous or harmful to the animal.

(b) No person shall willfully and unjustifiably kill or injure any domestic animal other than livestock maintained for food purposes.

Section 2: Disposal of Deceased Animals.

No person shall place any dead animal upon his or her premises or upon the premises of any other person or allow any dead animal to remain upon his or her premises or any dead animal belonging to the person to remain upon the premises of another without disposing of same or causing the animal to be properly removed or disposed of within 24 hours.

Section 3: Removal of canine fecal matter.

(a) It is unlawful for any person owning, possessing, harboring, or having care, charge, control, or custody of any dog not to remove any feces left by that dog on any sidewalk, gutter, street, lot, public park, or other public area or public property.

(b) Dog waste shall be immediately removed by placing said matter in a closed or sealed container and thereafter disposing of it in a trash receptacle, sanitary disposal unit, or other closed or sealed refuse container.

(c) Each and every violation of this code section shall be punishable to the extent provided by Chapter 1, General Provisions, Article 3, Violations, Section 1, of this Code of Ordinances.

(d) This section shall not apply to visually impaired persons who have the charge, control, or use of a guide dog.

Article 5: Urban Camping Prohibited

Section 1: Definitions.

For purposes of this Article,

(a) "*Camp*" shall mean residing in or using a public street, sidewalk, or park for private living accommodations, such as erecting tents or other temporary structures or objects providing shelter; sleeping in a single place for any substantial prolonged period of time; regularly cooking or preparing meals; or other similar activities.

(b) "*Storing personal property*" shall mean leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. This term shall not include parking a bicycle or other mode of transportation.

(c) "*Public park*" includes all municipal parks, public playgrounds, public plazas, attractions, and monuments.

(d) "*Public street*" includes all public streets and highways, public sidewalks, public benches, public parking lots, and medians.

Section 2: Public parks.

It shall be unlawful to camp or to store personal property in any park, as defined above, owned by the City.

Section 3: Public streets.

It shall be unlawful to camp, to sleep, to store personal property, to sit or to lie down on any public street, as defined above.

Section 4: Other public property—blocking ingress and egress.

It shall be unlawful to camp, to sleep, to store personal property, to sit or to lie down on any public property so as to interfere with ingress or egress from buildings.

Section 5: Warning.

No person may be arrested for violating this code section until he or she has received an oral or written warning to cease the unlawful conduct. If the violator fails to comply with the warning issued, he or she is subject to arrest for urban camping.

Section 6: Exceptions.

This code section shall not be construed to prohibit the following behavior:

(a) Persons sitting or lying down as a result of a medical emergency;

(b) Persons in wheelchairs sitting on sidewalks;

(c) Persons sitting down while attending parades;

(d) Persons sitting down while patronizing sidewalk cafes;

(e) Persons lying down or napping while attending performances, festivals, concerts, fireworks, or other special events;

(f) Persons sitting on chairs or benches supplied by a public agency or abutting private property owner;

(g) Persons sitting on seats in bus zones occupied by people waiting for the bus;

(h) Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets to any sporting event, concert, performance, or other special event;

(i) Persons sitting or lying down while waiting in an orderly line awaiting entry to any building, including shelters, or awaiting social services, such as provision of meals; or

(j) Children sleeping while being carried by an accompanying person or while sitting or lying in a stroller or baby carriage.

Article 6: Clean Indoor Air

Section 1: Title

This Article shall be known, cited, and referred to as the City of Dunwoody Clean Indoor Air Ordinance.

Section 2: Findings and Purpose

(a) The City Council does hereby adopts the findings of Dekalb County that:

(1) Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of disease in healthy non-smokers, including heart disease, stroke, respiratory disease, and lung cancer.

(2) Secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive disease. Children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden infant death syndrome, developmental abnormalities, and cancer.

(b) Accordingly, the City of Dunwoody City Council finds and declares that the purposes of this Article are:

(1) To protect the public health and welfare by prohibiting smoking in public places and public and private places of employment; and

(2) To guarantee the right of non-smokers to breathe smoke-free air; and

(3) To recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Section 3: Definitions

The following words and phrases, whenever used in this division, shall be construed as defined in this section:

Child care facility means any institution, society, agency, or facility, whether incorporated or not, which either primarily or incidentally provides full-time care for children under seventeen (17) years of age outside of their own homes, subject to such exceptions as may be provided in rules and regulations of the State Board of Human Resources, as defined by O.C.G.A. § 49-5-3, as amended.

Dining area means an interior or exterior (such as porch, patio or courtyard) area containing a counter or tables upon which food is served.

Employee means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit.

Employer means any person who employs the services of an individual person.

Enclosed means closed in by a roof and at least three (3) sides with appropriate openings for ingress and egress. It includes areas commonly described as public lobbies or lobbies when they are in an area that is enclosed as defined herein.

Establishment means any business, store, office or other place where goods or services are sold or provided as part of a commercial venture. The term "establishment" includes but is not limited to the following:

(1) Automobile dealerships, furniture or other showrooms for the display of merchandise offered for sale;

(2) Grocery, pharmacy, specialty, department and other stores which sell goods or merchandise;

(3) Service stations, stores or shops for the repair or maintenance of appliances, shoes, motor vehicles or other items or products;

(4) Barbershops, beauty shops, cleaners, laundromats and other establishments offering services to the general public;

(5) Video arcade, pool hall, and other amusement centers;

(6) Offices providing professional services such as legal, medical, dental, engineering, and architectural services;

(7) Banks, savings and loan offices, and other financial establishments;

(8) Hotels and motels and other places that provide accommodations to the public; and

(9) Restaurants and cafeterias.

Freestanding bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and which derives at least fifty (50) percent of its total annual gross food and beverage sales from the sale of beverages, including but not limited to taverns, nightclubs, cocktail lounges, and cabarets.

Health care facility means any licensed general or specialized hospital, institutional infirmary, public health center, or diagnostic and treatment center, as defined by O.C.G.A. § 31-7-1(2), as amended.

Intermediate care (nursing) home means any long-term custodial care facility that provides for the physical and mental welfare of the aged.

Personal care home means a residential facility having at least twenty-five (25) beds and providing, for compensation, protective care and oversight of ambulatory, nonrelated persons who need a monitored environment but who do not have injuries or disabilities which require chronic or convalescent care, including medical, nursing, or intermediate care. Personal care homes include those facilities which monitor daily residents' functioning and location, have the capability for crisis intervention, and provide supervision in areas of nutrition, medication, and provision of transient medical care. Such term does not include old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals, or boarding facilities which do not provide personal care. Personal care homes shall also mean residential care facilities for the elderly.

Place of employment means any enclosed area under the control of a public or private employer which employees frequent during the course of employment including, but not limited to, work areas, restrooms, hallways, employee lounges, cafeterias and snack bars, conference and meeting rooms, lobbies and reception areas. A private residence is not a place of employment unless it is used as a childcare facility, an adult day care facility, or a health care facility. The dining area of a restaurant shall be treated as a place of employment under this Article.

Public place means any enclosed area to which the public is invited or in which the public is permitted including, but not limited to, restaurants, stores, waiting rooms, lobbies, reception areas, hallways, public transit, restrooms, enclosed shopping malls, elevators, service lines, service stations, offices providing professional services, banks and other financial institutions, educational, recreational and health care facilities, child care facilities, auditoriums, theaters, arenas, meeting rooms, repair shops, automobile dealerships, convention halls, bowling facilities, polling places, and bingo games. Porches, courtyards or decks with a contiguous connection to a public place shall be considered a public place. A private residence is not a public place unless it is used as a childcare facility, an adult daycare facility or a healthcare facility.

Restaurant means any establishment or area which is primarily devoted to the serving of food to the public or guests and which contains a dining area. The term "restaurant" shall not include a cocktail lounge or tavern if said cocktail lounge or tavern is a freestanding bar area as previously defined. The term "restaurant" shall include any dining area located within a health care, educational, or childcare facility. Food courts within enclosed shopping malls shall be treated as restaurants under this Article.

Retail tobacco store means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Service line means any indoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

Smoking means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, weed, plant or other combustible substance in any manner or in any form.

Section 4: Prohibited Smoking

Except as otherwise provided in this Article, smoking is prohibited in all public places and places of employment within the City of Dunwoody.

Section 5: Prohibition of smoking applicable to City property

This Article shall apply to all enclosed facilities including buildings and vehicles owned or operated by the City of Dunwoody.

Section 6: Reasonable distance

Smoking may occur outdoors but no less than twenty (20) feet from any entrance to any public place or place of employment where smoking is prohibited.

Section 7: Exceptions

(a) The smoking prohibition shall not apply in the following areas:

(1) "Freestanding bar" areas;

(2) Retail tobacco stores;

(3) Adult Cabarets and Adult Motion Picture Theaters, as defined by this Code;

(4) Private residences, including private residences which may serve as an office workplace, except if used as a childcare, an adult day care or a health care facility;

(5) Any property owned or leased by municipalities, the State of Georgia, or the federal government;

(6) Designated smoking rooms in hotels and motels rented by guests provided that such designated smoking rooms shall not comprise more than twenty-five percent (25%) of the total number of rooms available for rent; and

(7) Outdoor areas of places of employment, except where an owner or employer declares that the outdoor area is a smokefree environment, as provided in this Article.

(b) Notwithstanding any other provision of this Article, any owner, operator, manager or other person who controls any establishment described in this Article may declare that the entire establishment is a non-smoking establishment.

Section 8: Employer's Responsibility

(a) It is the responsibility of employers to provide a smoke-free workplace for all employees of public places, and places of employment but employers are not required to make expenditures or structural changes to create a smoke free work area.

(b) Each employer having an enclosed place of employment located within the City of Dunwoody is encouraged to adopt, implement, make known and maintain a written smoking policy that incorporates the smoking prohibitions of this Article.

(c) The written smoking policy should be provided to all employees.

Section 9: Posting of signs and notification

(a) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every building where smoking is prohibited by this Article, by the owner, operator, manager or other person having control of such building or area.

(b) Every public place where smoking is prohibited by this Article shall have posted at every entrance into a public place and place of employment a conspicuous sign clearly stating that smoking is prohibited.

(c) Notice of the provisions set forth in this Article shall be given to all applicants for a business license in the City of Dunwoody.

Section 10: Enforcement

(a) Any police officer, as defined by Georgia law, or City of Dunwoody Code Enforcement Officer may issue a citation for any violation of this Article.

(b) Any citizen who desires to register a complaint under this Article may initiate enforcement with the Chief of Police or designee or the City of Dunwoody Code Enforcement.

(c) Any owner, operator or manager of any establishment regulated by this Article shall inform persons whom they witness violate this Article of the appropriate provisions, and request compliance. In the event persons violating this Article refuse to comply with this Article after being informed by such owner, operator, or manager, the person smoking, and not the owner, operator, or manager, shall be subject to an action for violation of this Article.

Section 11: Nonretaliation

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment, or customer because such employee, applicant, or customer exercises any right to a smoke-free environment as afforded by this Article.

Section 12: Violations and Penalties

Any person who violates any provision of this Article shall be subject to the following penalties:

(1) A fine not exceeding fifty dollars ($50.00) for a first violation;

(2) A fine not exceeding seventy-five dollars ($75.00) for a second violation of this Article within one (1) year; and

(3) A fine not exceeding one hundred dollars ($100.00) for each additional violation of this Article within one (1) year.

Section 13: Other applicable laws and disclaimer

This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws. By regulating smoking, the City is assuming an undertaking only to promote the general health and welfare of its citizens. By this enactment, neither the City, its officers nor its employees are liable in money damages to any person who claims that any breach of this Article caused injury.

Article 7: Miscellaneous Offenses

Section 1: Unauthorized persons entering school buildings.

No person shall enter or remain in any public, private or parochial school building between the hours of 7:30 a.m. and 6:00 p.m. on days that school is in session, or until 10:00 p.m. at those schools which have extended sessions, who is not a regularly-enrolled student, teacher or employee at that school, unless the person shall have first and immediately proceeded to the administrative offices and been identified to the principal or the principal's agent and received written permission to remain on the premises.

Section 2: Unauthorized persons not to remain in school buildings when requested to leave.

It shall be unlawful for any person to enter and remain in any public, private or parochial school or on surrounding school grounds after being directed to leave by the principal of the school or designated agent.

Section 3: Creating a disturbance at schools.

It shall be unlawful for any person to create a disturbance in any private, public or parochial school or on the surrounding school grounds or on the fields or grounds lawfully used for school activities while such recreational areas are in use or other activities within the school or school activities on the school grounds or fields while such activities are in progress thereon.

Section 4: Begging and soliciting alms by accosting or forcing oneself upon the company of another.

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

Accosting means approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his/her person, or upon the property in his/her immediate possession.

Ask, beg or solicit means and includes, without limitation, the spoken, written or printed word or such other acts as are conducted in furtherance of the purpose of obtaining alms.

Forcing oneself upon the company of another means continuing to request, beg or solicit alms from a person after that person has made a negative response, blocking the passage or the individual addressed or otherwise engaging in conduct which could reasonably be construed as intended to compel or force a person to accede to demands.

(b) Exceptions*:* Except when performed in the manner set forth in subsections (d)(1) or (d)(2) of this section, or in any of the locations set forth in subsections (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), (c)(6), (c)(7), (c)(8) or (c)(9) of this section, it shall not be unlawful to ask, beg or solicit money or other things of value.

(c) Location*:* It shall be unlawful for any person to solicit money or other things of value:

(1) On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property;

(2) Within 15 feet of the entrance to or exit from any public toilet facility;

(3) Within 15 feet of an automatic teller machine, provided that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;

(4) Within 15 feet of any pay telephone, provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance or exit of the telephone booth or facility;

(5) In any public transportation vehicle, or in any bus or subway station, or within 15 feet of any bus stop or taxi stand;

(6) From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the owner or passengers of such vehicle;

(7) From any person(s) who are waiting in line for entry to any building, public or private, including, but not limited to, any residence, business or athletic facility;

(8) Within 15 feet of the entrance or exit from a building, public or private, including, but not limited to, any residence, business, or athletic facility.

(d) Manner*:* It shall be unlawful for any person to solicit money or other things of value:

(1) By accosting another; or

(2) By forcing oneself upon the company of another.

(e) Who may press charges*:* Persons who may press charges under this Code section include not only the victim of the prohibited solicitation, but also any person who witnesses such conducted, including, but not limited to, police officers, security officers, hotel personnel, and bystanders. Evidence to support conviction for violation of this Code section may include, but is not limited to, the testimony of such witness or witnesses, videotape evidence of the violation, and/or other admissible evidence.

Section 5: Treasure hunts.

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

Treasure hunts means advertising campaigns conducted for the purpose of promoting the sale of any merchandise, commodity or service of any business or profession conducted for private or corporate gain, whereby some article, thing or token is hidden within the corporate limits of the City and clues as to the locations of such article, thing or token are given by any form of advertising, either by newspaper, radio or television or in any other manner, but shall not include private social parties involving no element of commerce or gain.

(b) It shall be unlawful for any person to conduct or aid and abet in the conducting of any treasure hunt, as defined in this section, within the corporate limits of the City.

Section 6: Moving household goods at night.

It shall be unlawful for any person to move or transport household goods and furnishings from one place of residence to another between the hours of sunset and sunrise without first having obtained a permit to do so from the Police Chief. All applications for permits shall be filed more than 24 hours prior to the time of actual moving.

Section 7: False representations to police or any city department.

It shall be unlawful for any person, knowingly and willfully and with intent thereby to mislead, either in such person's own behalf or in behalf of others, as principal or as agent, to make or file orally or in writing any false representations of fact to any police officer of the City or to any Department of the city government.

Section 8: Public Urination or Defecation

It shall be unlawful to defecate or urinate on the streets or sidewalks, or in the halls or elevator of public or commercial buildings, or on any property open to public view in the City.

Section 9: Residential Picketing

(a) The term "picket" or "picketing" shall refer to the following types of activity:

(1) Patrolling or stationing oneself at a residence, bearing some insignia or sign designed to persuade or protest;

(2) Staging a public or private protest of any kind;

(3) Obstructing passage to or from a residence; or

(4) Promoting a strike or a boycott at an individual residence.

(b) It shall be unlawful for any person to picket or engage in picketing upon, before or about the private residence or home of any individual.

Section 10: Restriction on Outdoor Water Use

(a) Purpose and Intent. The Mayor and Council of the City of Dunwoody have determined that as situations arise which require conservation of outdoor water use, as mandated by rules of the Georgia Department of Natural Resources Environmental Protection Division, the City shall preserve the health, safety and welfare of the citizens of the City through enforcement of this Section.

(b) Adoption of Restrictions. The City of Dunwoody hereby adopts by reference the outdoor water use rules mandated by the Georgia Department of Natural Resources Environmental Protection Division ("EPD"), from time to time, as the same are modified by the Dekalb County Water System (the "EPD/Dekalb County Restrictions"). A copy of the current EPD/Dekalb County Restrictions is incorporated herein, and a current copy of the same as modified shall be maintained in the office of the City Clerk. Any violation of the EPD/Dekalb County Restrictions in effect form time to time shall constitute a violation of this Section.

(c) Enforcement. Every City police officer, fire fighter and Code Enforcement Officer shall be authorized and empowered to enforce the provisions of this Section through the issuance of non-criminal or criminal citations. Such officers shall have the authority to enter property for the purpose of inspection for compliance. A record of each citation shall be maintained. If personal contact is made with the violator, the officer shall require immediate compliance.

(d) Civil Penalties and Fines. Any person or entity accused of violating any provision of this Section shall, with respect to the first violation, be provided with a written warning. Any person accused of violating any provision of this Section for a second time shall be issued a non-criminal citation requiring the payment of a civil penalty to the City of Dunwoody in the amount of two hundred fifty dollars ($250.00). For a third violation of this Section, a violator shall be issued a non-criminal citation requiring a payment of a civil penalty of five hundred dollars ($500.00) to the City of Dunwoody. All penalties are due and payable on or before ten (10) days following the date of the citation.

(e) Appeals. Any alleged violator may appeal a citation to the City Manager within the ten-day period for the payment of the penalty. All such appeals shall be in writing and shall state the basis for the appeal. If a timely appeal is filed, the penalty shall be stayed until a determination is made by the City Manager. If the City Manager determines that a violation has not occurred or that a reasonable hardship exists justifying the waiver or reduction of the penalty, the City Manager may reduce or waive the penalty. If any penalty is not paid or appealed within ten (10) days of the date of the citation, or paid within three (3) days after the denial of an appeal by the City Manager, the violator shall be issued a criminal citation requiring an appearance in Municipal Court.

(f) Criminal Penalties and Fines. A criminal violation of this Ordinance, as delineated in subsection (e) above, shall constitute a misdemeanor, and punished in a manner consistent with Chapter 1 ("General Provisions"), Article 3 ("Violations"), Section 1 of this Code of Ordinances.

Section 11: Hospitals and Doctors to make certain reports to Police

All hospitals, doctors and pharmacists in the City shall immediately report to the Police Department, the name and nature of the case of any person brought under its or his care who is suffering from wounds of any description, inflicted by a firearm, knife or other weapon or instrument; any unidentified person; and any person who is the victim of an accident or who might come under its or his care and whose case is of a suspicious nature.

Section 12: Prohibited Noises

(a) Noises considered loud or disturbing to health deemed nuisance. It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise, or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others in the City.

(b) Acts declared violations. The following acts are declared to be loud, disturbing, and unnecessary noise in violation of this section, but this enumeration shall not be deemed to be exclusive:

(1) *Horns, signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any street or public place in the City except as a danger warning, the creation of any unreasonably loud or harsh sound

by means of any signaling device and the sounding of any device for an unnecessary and unreasonable period of time, the use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust, and the use of any signaling device when traffic is for any reason held up.

(2) *Radios, phonographs and similar devices.* The playing, using or operating, or permitting to be played, used, or operated, of any radio receiving set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants or at any time with a volume louder than necessary for the convenient hearing of the person who is in the room, vehicle, or chamber, in which the machine or device is operated, and who is a voluntary listener thereto. The operation of any set, instrument, phonograph, machine, or device between the hours of 11:00 p.m. and 7:00 a.m. on weekdays and between the hours of 12:00 a.m. and 7:00 a.m. on weekends and holidays when the audibility of the prohibited noise is measured from property line of adjacent properties or the public right-of-way of the property shall be prima facie evidence of a violation of this section.

(3) *Loudspeakers and amplifiers for advertising.* The playing, using or operating, or permitting to be played, used, or operated, of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure. Announcements over loudspeakers can only be made by the announcer in person and without the aid of any mechanical device.

(4) *Yelling, shouting, hooting, whistling, or singing.* Yelling, shouting, hooting, whistling, or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m. or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, dwelling, hotel, or other type of residence or of any person in the vicinity.

(5) *Animals and birds.* The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort or repose of any person in the vicinity.

(6) *Steam whistles.* The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of proper city authorities.

(7) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine or motorboat except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(8) *Defect in vehicle or load.* The use of any automobile, motorcycle, or vehicle so out of repair, so loaded, or in a manner as to create loud and unnecessary grating, grinding, rattling, or other noise.

(9) *Loading, unloading and opening boxes.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates, and containers.

(10) *Construction or repair.*

(i) Construction of any type, including, but not limited to, the erection (including excavation), demolition, alteration, or repair of any building, as well as the operation of any pile driver, steam shovel, pneumatic hammer, derrick, stream or electric hoist, automatic nailers or staplers, or any similar equipment attended by loud or unusual noise, shall be prohibited during the following times:

Before 7:30 a.m. or after 7:30 p.m. on weekdays, and before 8:00 a.m. or after 5:00 p.m. on Saturdays, and at any time on Sundays and/or legal holidays (New Years Day (observed), Memorial Day (observed), Independence Day (observed), Labor Day (observed), Thanksgiving Day and Christmas Day (observed)).

(ii) Landscape contractor using any type of motorized mowers or mechanical blowers and other equipment which create loud and excessive noise shall be prohibited, during the following times:

Before 7:30 a.m. or after 7:30 p.m. on weekdays, and before 8:00 a.m. or after 5:00 p.m. on Saturdays, and at any time on Sundays and/or legal holidays (New Years Day (observed), Memorial Day (observed), Independence Day (observed), Labor Day (observed), Thanksgiving Day and Christmas Day (observed)).

(11) *Schools, courts, places of worship and hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, place of worship, or court, while in use, or adjacent to any hospital which unreasonably interferes with the normal operation of that institution, or which disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed in those streets indicating a school, hospital, or court street.

(12) *Hawkers, peddlers and vendors.* The shouting and crying of peddlers, hawkers, and vendors which disturb the peace and quiet of the neighborhood.

(13) *Noise to attract attention.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, or sale.

(14) *Transportation of metal rails, similar materials.* The transportation of rails, pillars, or columns of iron, steel, or other material over and along streets and other public places so as to cause loud noises or as to disturb the peace and quiet of those streets or other public places.

(15) *Blowers.* The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from the blower or fan is muffled and the engine is equipped with a muffler device sufficient to deaden the noise.

(16) *Sound trucks.* The use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles for advertising or other commercial purposes. The use of sound trucks for noncommercial purposes during hours and in places and with volume as would constitute this use as a public nuisance, provided that the provisions of this section shall not apply to or be enforced against:

(i) Any vehicle of the City while engaged in necessary public business;

(ii) Excavations or repairs of streets by or on behalf of the City, County, or State at night when the public welfare and convenience renders it impossible to perform such work during the day; or

(iii) The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in character.

Section 13: Fortunetelling

It shall be unlawful for any person to engage in or participate in the practice of fortunetelling, phrenology, clairvoyance, palmistry or other kindred practices, businesses or professions where a charge is made or a donation accepted for such services. This section does not apply to astrology.

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2008-12-56

AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 16, OFFENSES AND VIOLATIONS, PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF DUNWOODY, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 16 (OFFENSES AND VIOLATIONS) AS ATTACHED HERETO AND INCORPORATED HEREIN

WHEREAS: The Ordinance relating to Chapter 16, Offenses and Violations, is hereby adopted and approved, and is attached hereto as if fully set forth herein; and,

WHEREAS: This Ordinance shall be designated as Chapter 16 of the Code of Ordinances of the City of Dunwoody, Georgia; and

WHEREAS: This Ordinance shall become effective upon its adoption.
.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS that Chapter 16, Offenses and Violations, is hereby adopted and approved as part of the Code of Ordinances for the City of Dunwoody, Georgia. Any ordinance in conflict with this ordinance is hereby repealed.

SO ORDAINED AND EFFECTIVE this the 29th day of December, 2008.

Approved:

_____

Ken Wright, Mayor

Attest:

_____

Joan Jones, Acting City Clerk
(Seal)

Approved as to Form and Content:

_____

Brian Anderson, City Attorney

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE 2008-12-57

AN ORDINANCE AMENDING CHAPTER 15 OF THE CITY OF DUNWOODY CODE OF ORDINANCES BY CHANGING THE REQUIREMENT FOR DOCUMENTATION OF GROSS RECEIPT INCOME

WHEREAS, the City of Dunwoody has heretofore adopted an ordinance for Business Occupation Taxes, Licenses and Regulation, as set forth in Chapter 15 of the Code of the City of Dunwoody (the "Code"); and

WHEREAS, the provisions of the Business Occupation Taxes, Licenses and Regulation ordinance currently require the for businesses to show documentation of their gross receipts by submitting their Federal Income Tax Return; and

WHEREAS, the Mayor and City Council have determined that it may be appropriate to amend the ordinance and require businesses to show documentation of their gross receipts by submitting their Georgia State Income Tax Return instead.

THEREFORE, Mayor and City Council of the City of Dunwoody hereby ordain:

Section 1: The Business Occupation Taxes, Licenses and Regulation ordinance, Chapter 15 of the City of Dunwoody Code of Ordinances, is hereby amended by replacing Article 1, *Section 4(h)* to read as follows:

Section 4: Estimation of gross receipts; filing of returns

(h) For purposes of this section, prima facie evidence of gross receipts generated during any period shall be a copy of the business' Georgia State Income Tax Return or an affidavit from the business' accounting firm.

Section 2: This Amendment shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Amendment hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this 29th day of December, 2008.

Approved:

_____
Ken Wright, Mayor

ATTEST:

_____
Joan C. Jones, Acting City Clerk

(Seal)

Approved as to Form and Content:

_____
Brian Anderson, City Attorney

CONTRACT

BY AND BETWEEN

CITY OF DUNWOODY, GEORGIA

AND

LOWE ENGINEERS

FOR PROVISION OF

PUBLIC WORKS

MUNICIPAL SERVICES

THIS AGREEMENT is made and entered into this 17th day of December, 2008, by and between the CITY OF DUNWOODY, a Georgia municipal Corporation, (the "CITY"), and Lowe Engineers, a Georgia corporation (referred to as "Contractor").

The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, the City of Dunwoody has requested proposals for provision of certain services for the new City which was incorporated on December 1, 2008; and

WHEREAS, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Parties as follows:

Section 1. Scope of Service. The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) exercise the professional standard of skill and expertise prevailing in the State of Georgia in providing services to the City as set forth in this agreement; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies of which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

1.10 The Contractor acknowledges that all scope of work items identified in the City's Public Works RFP # 2008.003 dated October 31, 2008, RFP Addendum #2008.003.01 dated November 10, 2008 as well as the RFP Q&A document dated November 14, 2008 are addressed and contained in their Proposal and their Fee Schedule which is attached as Exhibit C.

1.11 The Contractor shall be responsible for providing all necessary cellular telephones, BlackBerry type devices, Air Cards, and other electronic mobile communication equipment as well as associated service costs for their employees that are employed to provide City Services to the City.

Section 2. Contractor Employees

2.1 Contractor shall furnish an Organizational Chart of proposed contractor employees for the Contractor Services as provided in Exhibit B, Organizational Chart section of the contract.

2.2 All personnel employed by Contractor in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Contractor employees (the "Contractor Employees").

2.3 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.*, or any other amenities of employment to any of the Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.4 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

Section 3. Compensation

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit C, Schedule of Values section of the contract as well as Exhibit D, the Letter of Understanding.

3.2 Reimbursable expenses for travel and lodging shall be paid to Contractor employees for any travel authorized by the City Manager that is in excess of twenty five (25) miles from the City Hall offices. All travel that is conducted for the General welfare of the Contractor employees or that which is beneficial to non-City related functions shall be paid for by the Contractor unless authorized by the City Manager. All approved mileage reimbursements shall be provided at the current cost per mile posted by the US Internal Revenue Service at the time of travel.

Section 4. Term and Termination

4.1 This Agreement shall commence on the 26th day of November, 2008, and continue for a period of thirteen (13) months terminating on the 31st day of December, 2009.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, upon the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon ninety (90) days' written notice to the other party.

4.4 Contractor may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

4.8 In the event of termination by either party, the other party shall render such reasonable aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

Section 5. Option to Renew

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than ninety (90) calendar days prior to the expiration of this Agreement.

Section 6. Default

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

a. Contractor has not materially performed services per this Agreement on a timely basis;

b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.

c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.

d. City had not paid the Contractor for services performed, which are not under dispute, within 60 days of receipt of an invoice.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Party in law or in equity.

7. Representations and Warranties of the Contractor

7.1 The Contractor hereby warrants and represents and agrees with the City as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

(d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

8. Liability for Damages. The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

Section 9. Indemnification.

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, losses and expenses, costs of every nature, including attorneys' fees, arising out of or resulting from the acts, omissions, or negligence of the Contractor, its employees, or its agents.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth herein.

9.6 Nothing in this Section shall:

(a.) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or

(b) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

Section 10. Insurance

10.1 Contractor shall not commence work under this contract until Contractor has obtained

all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

(a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et. seq*. Contractor shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Contractor shall make available for inspection copies of any claims filed or made against any policy during the policy term. Contractor shall additionally notify City, in writing immediately, of any claims filed or made against any policy concerning or relating to this Agreement or the performance of any obligation under this Agreement.

(a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

10.5 The costs of all policies of insurance required hereunder shall be the obligation of Contractor and the City shall in no way be responsible therefore.

10.6 Contractor shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

(a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq*.

(b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars ($1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.

(c) Commercial General Liability Insurance with limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts

of the Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.

(d) Professional Liability Insurance with limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate.

(e) Excess Liability Insurance with limits of One Million Dollars ($1,000,000).

10.7 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintain by Contractor at Contractor's expense.

10.8 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.9 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable

10.10 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.11 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Section 11. Conflicts

11.1 Neither Contractor nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.2 Neither Contractor nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

Section 12. Non-discrimination

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Section 13. Independent Contractor

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the City.

Section 14. Attorney's Fees

14.1 If the either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

Section 15. Data

15.1 Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by Contractor. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

15.2 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes ("GORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "pubic records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

Section 16. Compliance

16.1 Contractor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

16.3 Contractor acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

16.4 Contractor shall obtain and keep an active business license and pay the associated tax to the jurisdiction(s) under which the Contractor operates for the benefit of the City of Dunwoody. This shall include all licensing requirements of Sandy Springs, Georgia during the operation of the temporary City Hall facilities which are located in Sandy Springs. Contractor shall obtain and post a Business Occupational Tax Certificate from Sandy Springs, Georgia as soon as practically possible after execution of the contract outlined herein.

Section 17. Audits and Inspections

17.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in the City of Dunwoody, Georgia.

17.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

Section 18. Governing Law and Venue

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions concerning or relating to this agreement or the performance of its obligations under this Agreement instituted by a party hereto shall be brought in a court of competent jurisdiction located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

Section 19. Headings

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

Section 20. Severability

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 21. Cooperation.

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

Section 22. Entire Agreement

22.1 This Agreement and its attachments constitute the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein.

22.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

Section 23. Waiver

23.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

Section 24. Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor: **Lowe Engineers** - 2000 RiverEdge Parkway, Suite 400
Atlanta, GA 30328

For City: **City of Dunwoody -** P.O. Box 888074 **-** Dunwoody, GA 30356
Temporary Offices: 400 Northridge Road; Suite 1250, Atlanta, GA 30350

Section 25. Assignability

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City, which consent must be evidenced by a duly passed Resolution. This contract for services is partially and/or fully assignable by the City on ninety (90) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY FOR CONTRACT SERVICES AS SET FORTH HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR

_____ _____
By: DATE

ATTEST

_____ _____
DATE

CITY OF DUNWOODY

_____ _____
By: Ken Wright DATE
Mayor

Approved as to form and legal sufficiency subject to execution
by the parties.

_____ _____
By: DATE
City Attorney

Exhibit A
Scope of Services

Public Works
Dunwoody, Georgia

Scope of Work
To Provide City Services

CONTRACT Number 2008.003

December 15, 2008

SECTION 3 – SCOPE OF SERVICES

1.1 GENERAL

Project Description

The City will commence municipal operations on December 1, 2008 in accordance with the recently approved City Charter. While City services will continue to be performed for the City of Dunwoody by DeKalb County from December 1, 2008 until December 31, 2009, some limited services required by this CONTRACT will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this CONTRACT will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

On December 1st, 2008 the successful Contractor shall have in place in the City of Dunwoody interim City Hall:

- A full time Public Works Director that will be taking direction from the City Manager.
- A list of available personnel or subcontractors that can directed (within an hour's notice) any of the tasks outlined in the Public Works CONTRACT under the direction of the Public Works Director or City Manager.
- An Administrative and Clerical employee under the direction of the Public Works Director

On January 1st, 2009 successful Contractor shall start adding personnel to support the Public Works obligations listed under this CONTRACT and to support the City Manager.

The Contractor shall read and acknowledge the Mission, Vision, and Values Statements for the City of Dunwoody and provide services which are in accordance with same. The Contractor shall understand and agree to comply with the Mission, Vision, and Values Statements. The statements are as follows:

Mission Statement
The mission of the City of Dunwoody is to provide the highest quality of life for those who live, work or play in our community and to foster an environment where business can prosper. We will serve all stakeholders in a transparent manner with resourceful, efficient, progressive and professional leadership.

Vision
Dunwoody will provide quality service to our citizens and support the largest economic engine in the Southeast by carefully and thoughtfully planning. We will be inventive, transparent and embrace responsible progress which is tempered by our rich history and our desire to maintain a small community atmosphere. Dunwoody is a community where activities are centered around the family, our schools, our churches and synagogues, and our beautiful parks.

Values
Goals
To make Dunwoody a better community, built on mutual respect and trust and to promote and maintain the highest standards of personal and professional conduct for all involved in City government – elected officials, City staff, volunteers, and members of the City's boards, commissions and committees. Contractor shall also abide by the City Ethics Policy as maintained in the City Ordinances.

1.2 SCOPE OF WORK

Public Works

REQUIRED SERVICES

General

The services required for which this CONTRACT is being issued shall include but not be limited to those outlined in this Section.

The intent of the Contracts is that the Contractor firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the Contractor anticipates needs that may occur which are not specifically set forth hereunder, the Contractor is expected to identify with specificity those needs as part of its CONTRACT. The scope of work under this CONTRACT is to be in conformance with the overall Public Works Organizational Chart which is included as "Exhibit B."

All services and duties must be operational as of the date indicated in Section 1.1 of this CONTRACT.

Each of the services below shall include, as a material provision thereof, the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services.

Whenever the requirement calls for the Contractor to develop and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the Contractor by the City Manager. The Public Works portion of the Dunwoody City Services contracts shall include three separate components of Funding which will be included in the Public Works contract. These three components shall include the following:

1. Public Works Base Bid: General Maintenance and Inventory: Section 1.3
2. Planned Preventative Maintenance (Contractor to provide Unit Costs): Section 1.4
3. Capital Improvements (Money set aside in the City Budget to be used to Improve City Infrastructure): Section 1.5

1.3 PUBLIC WORKS BASE BID

1.3.1 Public Works Director

1.3.1.1 The successful Contractor shall provide and employ a Public Works Director (PWD) to manage the Public Works operations for the City under the direction of the City Manager. Provide the full name along with a current resume of the Director candidate. The candidate will be expected to be present during all interviews, presentations, and contract negotiations with the City.

1.3.1.2 The Contractor CONTRACT shall include an Organizational (Org) Chart for the proposed Public Works department. The Org. Chart shall identify the PWD as well as the other proposed positions (or functions) that will make up the Public Works department. All of the proposed personnel shall be under the supervision of a Professional Engineer (PE) who is currently registered in the State of Georgia. It is preferable, but not necessary, that a PE be an active member of the Public Works team. The Job Description for the Public Works Director is as follows:

TITLE: Public Works Director

JOB SUMMARY:

Performs highly responsible professional, administrative and technical work involved in planning and directing public works activities in the areas of construction, maintenance and cleaning of street, sidewalks and drainage; the maintenance and repair of cemetery and park buildings and grounds; and vehicle maintenance. Also performs supervisory and professional engineering work. Work involves the responsibility for long range and current planning, survey, design and inspection of all streets, parks and cemetery projects, and of all contract engineering projects. The employee delegates day-to-day activities to supervisory staff, but performs unusual tasks which require a high degree of skill and technical knowledge personally. The employee exercises independent judgment and discretion on all technical matters within the department subject to guidelines set by the City Manager. Employee reports to the City Manager for review of work and evaluation of performance.

SUPERVISION EXERCISED:
Exercises supervision over clerical, administrative, maintenance and professional staff as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supervises subordinate public work supervisors and department support staff, either directly or through subordinates.
- Determines work procedures, prepares work schedules, and expedites workflow.
- Issues written and oral instruction.
- Assign duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Studies and standardizes department policies and procedures to improve efficiency and effectiveness of operating.
- Maintains harmony among workers and resolves grievances.
- Prepares composite reports from individual reports of subordinates.
- Adjusts errors and complaints.
- Prepares and documents budget requests; administers adopted budget in assigned area of responsibility.

- Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructures of the public works department.
- Evaluates public works needs and formulates short and long term plans to meet needs in all areas of responsibility, including streets, drainage, collection and disposal of trash, sanitation services, water and sewer maintenance, maintenance and repair of cemetery and park buildings and grounds, and vehicle maintenance.
- Oversees the development or update of the City Transportation Improvement Program, the Capital Improvement Program or other programs involving public works.
- Determines applicable codes, regulations, and requirements for assigned projects.
- Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors, and the selection criteria for public contracts.
- Oversees project management for the construction of assigned public works projects Oversees assigned projects to ensure contractor compliance with time and budget parameters for the project.
- Coordinates the preparation of reviews and updates street maps, storm drainage maps, data base, and comprehensive plans.
- Oversee the maintenance of infrastructure and other records.
- Responds to public or other inquiries relative to department policies and procedures. Evaluates issues and options regarding municipal public works and makes recommendations.
- Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding division activities and services.
- Monitors inter-governmental actions affecting public works.

1.3.2 Inventory of City Assets

1.3.2.1 The successful Contractor shall provide an inventory of all transportation related assets which shall include but not be limited to: Traffic Signals, Street Signs,

Street Lights, Guard Rails, Sidewalks, Roads, Curb & Gutter, Traffic Calming Devices, Storm water catch basins and inlet structures. The asset inventory shall be in a manageable electronic database format approved by the City Manager and, once developed will become the property of the City of Dunwoody.

1.3.2.2 Some of these assets have been previously inventoried for the Citizen's for Dunwoody, Inc. and can be accessed through a hyperlink at www.boyken.com. Information related to Public Works provided on this and other public websites and forums are for information only and cannot be relied upon to be accurate or all encompassing. It is the Contractor's responsibility to verify and update all information provided or obtained from other sources. The Inventory of City Assets shall be completed in a reasonable period of time which shall not exceed 12 months from the initial contract date.

1.3.2.3 Contractor shall coordinate all aspects of intergovernmental relationships regarding Public Works activities in conjunction with the City Manager.

1.3.3 Geographic Information System (GIS)

1.3.3.1 Coordinate with all other necessary City and County personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's GIS System provided under the Community Development department. The Contractor shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

1.3.3.2 The Contractor shall be responsible for assisting in setting up the new GIS system with the County data in conjunction with the City of Dunwoody Community Development department.

1.3.3.3 The Contractor shall provide any GIS related information and/or data in response to requests and needs of City personnel as well as any other contractors who may be engaged in City of Dunwoody Public Works projects.

1.3.4 Comprehensive Transportation Plan

1.3.4.1 The Contractor shall inventory the City's existing road conditions and develop a re-paving plan with a long term schedule and associated annual costs. The Comprehensive Transportation Plan (CTP) shall also include but is not limited to:

- Development of a striping plan with an associated schedule and projected yearly costs.
- Evaluation of the performance of the existing traffic signal system and a transition plan for its upgrade.
- Interface with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding which is currently being developed.
- Contractor shall examine setting public space standards using the PCID standards for all Dunwoody commercial areas.
- Explore methods of improving traffic flow in a non grid environment.
- Implement the Street Smart recommendations regarding the establishment of a grid system in the revitalized commercial areas.
- Explore the use of under/over passes (grade separation) at key choke points.
- Explore providing appropriate infrastructure to increase and enhance the traffic flow of pedestrians and cyclists.
- Inventory of neighborhoods that need traffic calming projects and streamlining of the current traffic calming requirements and process.
- Utilize the latest GIS equipment and technology to map road and pavement condition data.

1.3.4.2 All of the above transportation elements shall be analyzed, evaluated, and synthesized into a single Comprehensive Transportation Plan. The CTP shall be the basis for the Capital Improvement projects outlined in Section 1.5.

1.3.5 Street Maintenance and Striping

1.3.5.1 The Contractor shall perform maintenance and repair of all City Streets including but not limited to Paving and Striping as directed by the City Manager. The City of Dunwoody has approximately 167.6 miles of road infrastructure as measured by the center line. The total amount of City roadway to be resurfaced shall be determined by the Comprehensive Transportation Plan.

1.3.5.2 Conduct all activities necessary to maintain a first quality roadway and bridge infrastructure system in accordance with American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) standards, including but not limited to providing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning, and repairs necessitated by storm events. When the Contractor is requested to provide these services, it may be

accomplished through subcontractors, provided however, when subcontracts are anticipated, the Contractor should include as part of its services the same information regarding said subcontractor as required of Contractor in Section 2.0 of the original CONTRACT. Contractor should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this CONTRACT.

1.3.6 Sidewalks, Gutters and Related Street Areas

1.3.6.1 The City of Dunwoody has approximately 43 linear miles of existing sidewalks and may need another 20.7 linear miles in order to adequately serve the Major Arterial and Collector roads. It was also determined that 87 sidewalk intersection ramps were not in compliance with the American for Disabilities Act and should be scheduled for upgrades. The installation of any new sidewalks and curbing under this contract shall be completed in accordance with Georgia Department of Transportation (GDOT) as well as applicable ANSI and ASTM standards and as directed by the City Manager.

1.3.6.2 The Contractor shall conduct all activities necessary to maintain first quality sidewalks, gutters and related street areas including but not limited to providing all necessary maintenance and cleaning of the same as directed by the City Manager. The Contractor may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the Contractor should include as part of its CONTRACT the same information regarding said subcontractor as required of Contractor in Section 2.0 hereof. Contractor should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this CONTRACT.

1.3.6.3 The work shall include maintaining and clearing of the City's Rights-of Way (ROW), performing landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems, consistent with the workmanlike standards of the Department.

1.3.7 Traffic Signals, Street Signs and Street Lights

1.3.7.1 The Contractor shall maintain the proper operation of all Traffic Signals and Street Lights at all times within the City of Dunwoody. Traffic signals shall be operational continuously and Contractor shall be responsible for providing emergency response to signal outages or malfunctions. Contractor shall replace all

damaged or stolen street signs under this agreement up to an amount which shall be agreed upon with the City Manager during the contract negotiation process.

1.3.8 Parks and Recreation

1.3.8.1 Parks and Recreation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Parks and Recreational facilities for the City. The inclusion of the Parks and Recreation in the City is dependent upon a successful negotiation with DeKalb County for the transfer of the assets. If such transfer is not accomplished by the start date of the contract, the city may request an appropriate reduction in the contract. There is a possibility that the City of Dunwoody will be responsible for maintaining the Parks and Recreational facilities for the City on January 1, 2009 regardless of the outcome of negotiations with Dekalb County. Vendors should be prepared to provide basic maintenance after this date. The areas of responsibility shall include, but not be limited to, the following:

1.3.8.2 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities.

1.3.8.3 Assist in planning, implementing and coordinating staffing for the planning, promoting, and supervising of recreation programs and special events.

1.3.8.4 Plan, implement and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.

1.3.8.5 Develop and recommend to the City Manager short, mid, and long range plans for capital improvements.

1.3.8.6 Establish, operate and oversee all aspects of emergency management procedures with local, state and federal agencies to ensure safe recreational system.

1.3.8.7 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state or local funding and grant programs for improvements to the park and recreation system within Dunwoody, and provide fund oversight as required by law.

1.3.8.8 Develop and recommend to the City Manager a Programming and Management Plan for the continued operation of the Brook Run Skate Park.

1.3.8.9 The Parks and Recreational facilities that shall be maintained as outlined in the above activities include but are not limited to:

Dunwoody Park (the nature center and the baseball fields)
The Donaldson Chesnut Homestead
North DeKalb Cultural Center
Windwood Hollow Park
Dunwoody North Police Precinct
Brook Run (includes theater and skate park)

1.3.9 Motor Vehicles and Equipment

1.3.9.1 The Contractor shall be responsible for providing Motor Vehicles sufficient for the operations of the Public Works department as of the date indicated in Section 1.1 of this CONTRAC. This requirement shall exclude any specialized service related emergency vehicles such as Police, Medical and/or Fire Emergency Vehicles. Vehicle make, model and age shall be subject to the approval of the City Manager and capable of temporary branding to the City of Dunwoody standards.

1.3.9.2 The Contractor shall submit a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of Contractor sufficient to ensure that the City is protected regarding the use of said vehicles.

1.3.9.3 The Contractor shall further be responsible for all storage, maintenance, inspections, and other necessary service regarding the motor vehicles and equipment.

1.3.9.4 Insurance Requirements – Vehicle insurance coverage shall be current and maintained by the Contractor as indicated in Section 10 of the base Contract.

1.3.10 Storm Water

1.3.10.1 Coordinate with all other City personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's storm water requirements under applicable, federal, state, and local laws. The Contractor shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

1.3.10.2 Provide ongoing engineering, design and maintenance of storm water systems, as needed, to meet the needs of the City in accordance with all ANSI and ASTM standards and as directed by the City Manager..

1.3.10.3 Develop and implement all necessary policies, protocols, rules and regulations necessary to meet or exceed the City's storm water requirements under applicable, federal, state, and local laws, including but not limited to federal clean water requirements.

1.3.10.4 Integrate activities as necessary with the Community Development and other departments as necessary.

1.3.10.5 The City of Dunwoody intends to establish its own Storm Water Utility. The Contractor shall assist the City in setting up the Storm Water Utility.

1.3.10.6 The Contractor shall develop a capital plan for the storm water system.

1.3.11 Miscellaneous Design Services

1.3.11.1 Transportation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Transportation requirements for the City. The areas of responsibility shall include, but not be limited to, the following:

1.3.11.2 The Contractor shall conduct all activities necessary to maintain a first quality traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements which are not outlined in other section of this CONTRACT.

1.3.11.3 The Contractor shall conduct all activities necessary to maintain a first quality street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks and related projects.

1.3.12 Emergency Preparedness

1.3.12.1 Establish policies and guidelines, and coordinate, operate and maintain the city's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.

1.3.12.2 Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS.

1.3.12.3 Contractor shall be capable of assisting the Police Department with chains or other traction devices in the event of a snow or ice storm which may impair the traction of Police or other City vehicles.

1.4 PLANNED PREVENTATIVE MAINTENANCE (CONTRACTOR TO PROVIDE UNIT COSTS)

1.4.1 In addition to the Base Bid for the Maintenance of City Assets outlined in Section 1.3, the Contractor is requested to provide projected Unit Costs for additional Maintenance and Repair of traffic infrastructure which could be expected to be required on an annualized basis. Provide line item costs for the following activities. Unit prices shall be all inclusive with labor, material and miscellaneous taxes and expenses included for:

Sidewalk Repair:	Demolition (cost per linear foot-LF)
	New Sidewalk (LF)
Curb Repair:	Demolition (LF)
	New Curb (LF)
Pot Hole Repair:	Crew and Equipment (per day)
Asphalt Paving:	Demolition of existing (SY)
	Installation (SY)
Storm Drainage:	Structure Repair (EA)
New Pipe:	0 to 18″ (LF)
	20″ to 36″ (LF)
	38″ and larger (LF)
New Street Signs:	<= 12 SF
(incl. posts)	> 12 SF
New Traffic Lights:	EACH
Guard Rail Repair:	Demo and Install (LF)

Provide line item costs for all of the activities outlined in the Revised Fee schedule included as Exhibit C. Unit prices shall be all inclusive with labor, material, equipment and miscellaneous taxes and expenses included. All Public Works projects under this Contract which exceed twenty thousand dollars ($20,000.00) will require an RFP to be produced by the Contractor in conjunction with the City Manager. The RFP for the project must receive a minimum of three bids from qualified subcontractors prior to the awarding of the contract unless otherwise

directed by the City Manager. The successful bidder of these contracts shall supply a Payment and Performance Bond to the City in an amount acceptable to the City Manager.

1.4.2 In the event that significant pricing fluctuations occur in Labor or Materials after the above unit costs are provided, the Contractor shall provide back-up information to the City Manager in order to justify a change in the agreed upon unit pricing list. City Manager has the authority to accept or reject unit pricing changes.

1.5 CAPITAL IMPROVEMENTS

(Money set aside in the City Budget to be used to Improve City Infrastructure)

1.5.1 The city intends to set aside a portion of the Public Works funding to be used to improve City Infrastructure components which would include longer range projects and Emergency Preparedness requirements. It is the City's intent that the Capital Improvement projects would be bid out to subcontractors that would be managed by Contractor's Public Works Director. Alternatively, at the discretion of the City Manager, the Capital Improvement projects could be completed by the Contractor as approved by the City Manager and City Council.

1.5.2 The Contractor shall develop and recommend to the City Manager short, mid, and long range plans for capital improvements and implement plans as directed. Such plans should meet all requirements of the Department of Community Development and Comprehensive Land Use Plan.

1.5.3 The types of projects that would be included for consideration for the funding under the Capital Improvements budget include but are not limited to: Road Resurfacing, New Storm Drainage Requirements, Transportation Enhancements, and Traffic Calming Devices.

1.6 ALTERNATES

1.6.1 Deductive Alternate #1: **PARKS & RECREATION**
In the event the City of Dunwoody does not successfully take over the operations and maintenance of the Parks & Recreation assets from DeKalb County, provide a deductive alternate on an annual basis for services pertaining to the Parks & Recreation scope of services under this CONTRACT.

Exhibit B
Organizational Chart

Organizational Chart

Revised December 16, 2008

Richard Meehan, PE (100%)
Public Works Director

24 Hour On Call Staff
Richard Meehan, PE
Chris Owens, PE
Chuck Davis, PE
Alex Hoeflich, PE
Nathan Laird, EIT
David Brenning, EIT
Andrew Thompson, EIT

Chris Owens, PE (11%)
Deputy Public Works Director

Chuck Davis, PE (23%)
Deputy Public Works Director

Jada Drysdale (100%)
Admin Support

Parks and Recreation

Maintenance
Roadworx
Lou Earhrdt

Scheduling/Operations
Jada Drysdale

Planning/Programming
Chris Owens, PE

Stormwater

Maintenance
Roadworx
Lou Earhrdt

Engineering
Jim Seeba, PE (11%)

Stormwater Utility Development
Jim Seeba, PE

Capitol Planning

Inventory/Assesment
IMS
Stephen J Smith, PE

Planning/Programming
Cedric Clark (11%)
Garrin Coleman, PE (11%)

Comprehensive Transportation Plan
Cedric Clark,
Garrin Coleman, PE
Alex Hoeflich, PE

Roads/Streets Traffic

Maintenance

Roads, Signs & Lighting
Roadworx
Lou Earhrdt

Major Repairs
Blount Construction
Randall Popham

Traffic Signal
Control Specialists
Kenneth W Tharpe
Roadworx

Engineering

Traffic Engineering
Alex Hoeflich, PE (11%)

Utility/Right of Way Coordination/Permits
Andrew Thompson (11%)

Roadway & Sidewalk
Nathan Laird (4%)
David Brenning (5%)
Rafael Lawrence (5%)
Barrett Speir (4%)
Stephanie Box (4%)

Exhibit C
Schedule of Values

Lowe Engineers, LLC	**11/20/2008, R 12/10/08, R 12/16/08, R 12/17/08**			
Schedule of Values				
Section 1.3 Public Works Base Bid		Yearly		
Services	2008/2009	2010	2011	
Public Works Director & Support Staff	$ 536,889	$ 563,734	$ 591,920	
Inventory of Assets &GIS Interface	$ 200,000	$ 50,000	$ 50,000	
Motor Vehicles and Equipment	$ 36,000	$ 37,800	$ 39,690	
Total for 1.3 Base Bid=	**$ 772,889**	**$ 651,534**	**$ 681,610**	
Section 1.3 Public Works As-Directed		Yearly		
Services	2008/2009	2010	2011	
Comprehensive Transportation Plan	$ 10,000	$ 10,500	$ 11,025	
Street Maintenance, Management	$ 75,000	$ 78,750	$ 82,688	
Maintenance of Traffic Signals, Street Signs & Street Lights	$ 208,000	$ 218,400	$ 229,320	
Parks & Recreation Maintenance	$ 167,000	$ 175,350	$ 184,118	
Miscellaneous Design Services	$ 10,000	$ 10,500	$ 11,025	
Total for 1.3 As-Directed Services=	**$ 470,000**	**$ 493,500**	**$ 518,175**	
Section 1.4 Planned Preventative Maintenance Units Costs				
Service	Unit	Qty	Unit Cost	Estimate Amount for 2009
Sidewalk Repair				
Demolition (cost per LF)	LF	200	$ 5.00	$ 1,000
New Sidewalk	LF	200	$ 18.70	$ 3,740
Curb Repair				
Demolition	LF	200	$ 5.00	$ 1,000
New Curb	LF	200	$ 17.00	$ 3,400
Pot Hole Repair				
Crew, Equipment & Material				
2 Man Crew - Labor and equipment	Daily Cost	tbd	$ 1,500.00	tbd
2 Man Crew - Asphalt @ $63.1/tn	Daily Cost	tbd	$ 50.00	tbd
5 Man Crew - Labor and equipment	Daily Cost	tbd	$ 4,150.00	tbd
5 Man Crew - Asphalt @ $63.1/tn	Daily Cost	tbd	$ 252.00	tbd
8 Man Crew - Labor and equipment	Daily Cost	tbd	$ 5,500.00	tbd
8 Man Crew - Asphalt @ $63.1/tn	Daily Cost	tbd	$ 568.00	tbd
Asphalt Paving & Striping				
Demolition of Existing	SY	1000	$ 4.85	$ 4,850
Installation: 2 Lane Residential Street	SY	1000	$ 14.30	$ 14,300
New Street Signs				
Less than or equal to 12 SF	EA	10	$ 125.00	$ 1,250
Greater than 12 SF to 24 SF	EA	10	$ 150.00	$ 1,500
Sand/Salt Spreading Extended Operation	Lane Mile	tbd	$ 1,750.00	
Total for 1.4=				

Lowe Engineers, LLC	As of 12/18/08
Project: City of Dunwoody Public Works	
Period: December 1, 2008 - December 31, 2009	
Month	Schedule of Values
	Public Works Base Bid
December 2008	$ 59,453.00
January 2009	$ 59,453.00
February 2009	$ 59,453.00
March 2009	$ 59,453.00
April 2009	$ 59,453.00
May 2009	$ 59,453.00
June 2009	$ 59,453.00
July 2009	$ 59,453.00
August 2009	$ 59,453.00
September 2009	$ 59,453.00
October 2009	$ 59,453.00
November 2009	$ 59,453.00
December 2009	$ 59,453.00
Total Contract Value	$ 772,889.00

Exhibit D
Letter of Agreement

LOWE
ENGINEERS

50 YEARS OF SERVICE

December 18, 2008

Warren Hutmacher
City Manager
City of Dunwoody
P.O. Box 888074
Dunwoody, GA 30356

RE: Schedule of Values - RFP Number 2008.003
Public Works - Dunwoody, Georgia

Dear Mr. Hutmacher:

It is our pleasure to submit the attached schedule of values cost tables in accordance with instructions and our meetings on December 10 and 16, 2008. Additionally we have provided some clarifications as requested.

Scope of Work: Our scope of work will include three sections. The first section is our base bid and provides the Public Works Director and his staff. The second section includes scope items and projects that will be authorized on an "As-Directed" basis by the City Manager. The third and final section includes planned preventative maintenance scope activities, also to be authorized when needed by the City Manager. Both the "As-Directed" and preventative maintenance activities will be authorized and funded by the City with amounts and level of effort to be determined by the City Manager and the Public Works Director. The preventative maintenance scope table unit values should be considered a planning "maximum" unit rate. These optional activities will be organized into projects for independent authorization and funding. The projects will be scheduled and scoped in such a way to increase efficiency and accomplish them for the planning unit rates or less.

Invoicing/Payment Terms: We would like to propose the following invoicing/payment terms:

1. Base Bid: For 2008/2009, we propose invoicing on a lump sum basis at the end of each month 1/13th of the total and request payment by the 15th of the following month.
2. Preventative Maintenance Costs: We propose invoicing effort and materials on a monthly basis, by the 15th of the following month, to allow time to gather sub-contractors material costs. Then we request payment of these invoices by the end of the following month. For example on February 15th, we will invoice for January work, and request payment by February 28, 2009.

Vehicles: Lowe will be purchasing two trucks for use on this project. Both will be white GM products. We will brand them in accordance with directions from the City. At the end of the three year contract term, we are willing to transfer ownership of the vehicles to the City at no cost. If the contract is terminated at one year, we are willing to transfer ownership at 2/3 of the

Lat: N33° 54' 23" • Long: W084° 26' 16"

2000 RiverEdge Parkway
Suite 400
Atlanta, Georgia 30328
P: 770.857.8400
F: 770.857.8401
www.loweengineers.com

cost. If the contract is terminated at the end of two years, we are willing to transfer ownership at 1/3 of the cost.

Mileage Reimbursement: We accept paragraph 3.2 which includes reimbursement of authorized mileage using current IRS rates.

Parks & Recreation Maintenance: Our proposed level of parks and recreation operations and maintenance involved the use of a two-man multi-purpose crew three days a week during the non-growing season (Nov-Mar) and five days a week during the growing season (Apr-Oct) and as needed during special events. Their duties will include landscape/grass maintenance, grounds pickup and routine maintenance, trash collection, building routine maintenance and cleanup. These items are included in the schedule of values and can be a deduct depending on the future situation of parks maintenance. Our full-time staff will assist in coordinating and scheduling activities. This effort is included in Public Works Director and Support Staff Fee. Items such as non-routine building and grounds repair including parking lot repair/paving, fence replacement, and replacement of major building components (HVAC, Water Heater) are not included in the Lump Sum Schedule of Values and would be performed under the Scope of Work Section 1.4 Allowance.

Stormwater Services Maintenance: Our proposed level of stormwater services maintenance is included within the line item "Street Maintenance". Stormwater maintenance activities were assumed to be part of the normal street maintenance. Capital items maintenance/replacement of the stormwater pipe system was assumed to be part of the stormwater utility, to be established in the future with separate funding.

Emergency Response: We will provide emergency response capability 24/7/365 for public works areas of responsibility. Details and on-call staff information will be provided to the City Manager.

We sincerely appreciate this opportunity to support the new City of Dunwoody in this important effort. Please contact me at 404-312-1843 or email at drysdale@loweengineers.com if you have any questions. Thanks.

Sincerely,
Lowe Engineers, LLC

Jon Drysdale, PE
Partner

Attachment: Schedule of Values

DEKALB COUNTY
STATE OF GEORGIA

ORDINANCE 2008-12-53

AN ORDINANCE GRANTING COMCAST OF GEORGIA I, LLC A FRANCHISE AGREEMENT TO PROVIDE CABLE AND OTHER SERVICES TO SUBSCRIBERS WITHIN THE CITY BOUNDARIES, GRANTING THE RIGHT TO USE THE CITY'S PUBLIC RIGHTS OF WAY IN RELATION TO PROVISION OF SUCH SERVICES. PROVIDING FOR ASSOCIATED FRANCHISE FEES AND FOR OTHER PURPOSES.

WHEREAS, the Georgia General assembly authorized the creation of a created a new political subdivision, the City of Dunwoody (hereinafter, the "Franchising Authority") effective December1,2008 and

WHEREAS, Comcast of Georgia/Virginia, Inc (hereinafter, the "Grantee") provides cable and other services to subscribers in the newly incorporated area; and

WHEREAS, the Franchising Authority, pursuant to its charter and police powers; is authorized to regulate the public rights-of-way within the boundaries of the political subdivision; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS as follows:

Franchise Agreement

Between the

City of Dunwoody, Georgia

And

Comcast of Georgia I, LLC

DRAFT

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APPENDICES

A. Defined Terms

B. Customer Service Standards

C. Description of the Service Area

DRAFT

AGREEMENT

This ***AGREEMENT***, executed as of the 1st day of December, 2008 (the "Effective Date"), by and between City of Dunwoody, GA (hereinafter referred to as the "Franchising Authority"), and Comcast of Georgia I, LLC whose principal place of business is located at 2925 Courtyards Drive, Norcross, GA, (hereinafter referred to as the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement the capitalized terms, phrases, words, and their derivations shall have the meanings set forth in Appendix A.

W I T N E S S E T H:

The Franchising Authority, having determined that the financial, legal and technical ability of the Company is reasonably sufficient to provide the services, facilities and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into this Franchise Agreement with the Company for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1
GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair and remove the System, and provide Cable Services through the System, subject to the terms and conditions of this Agreement. This franchise authorizes Cable Service only and it does not grant or prohibit the right(s) of the company to provide other services.

1.2 Term of Franchise. This Franchise shall begin on the Effective Date and expire ten (10) years thereafter, unless renewed, terminated earlier pursuant to the terms of this Franchise Agreement, or the Consumer Choice for Television Act (O.G.C.A. 36-76-1 et seq.).

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Franchise and any ordinance adopted by the Franchising Authority or any said regulation, the terms and conditions of this Franchise Agreement shall prevail.

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1.5 Competitive Equity and Subsequent Action Provisions

1.5.1 Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues.

1.5.2 Purposes. To foster an environment where video service providers using the Public Ways can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the Law, the Company and the Franchising Authority have agreed to the provisions in this Section1.5, and they should be interpreted and applied with such purposes in mind.

1.5.3 New Video Service Provider or Cable Service Provider. Notwithstanding any other provision of this Agreement or any other provision of Law, if any Video Service Provider ("VSP") or Cable Service Provider ("CSP") utilizing the public right-of-way (i) enters into any agreement with the Franchising Authority to provide video services or cable services to subscribers in the City, or (ii) otherwise begins to provide video services or cable services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Company, shall permit the Company to construct and operate its Cable System and to provide video services or cable services to subscribers in the City under substantially the same agreement and/or under substantially the same terms and conditions as apply to the new VSP or CSP. The Company and the Franchising Authority shall enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) containing substantially the same terms and conditions as are applicable to the VSP or CSP within sixty (60) days after the Company submits a written request to the Franchising Authority.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSP , taking into account the terms and conditions under which other VSPs or CSPs are allowed to provide video services or cable services to subscribers in the City.

1.5.4 Subsequent Change in Law. If there is a change in federal, state or local Law that provides for a new or alternative form of authorization, subsequent to the Effective date of this Franchise Agreement, for a VSP or CSP utilizing the public right-of-way to

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provide video or cable services to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing video services or cable services to subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of Law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide video services or cable services to subscribers in the City on substantially the same terms and conditions as are applicable to a VSP under the changed Law; (ii) modify this Agreement to comply with the changed Law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide video services to subscribers in the City . The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Notwithstanding any provision of Law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise this rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect. Notwithstanding the above, the Company may at any time, in its sole discretion, opt into a state issued franchise pursuant to the Consumer Choice for Television Act (O.C.G.A. 36-76, et. al.).

1.5.5. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the City under the preceding sections shall supersede this Agreement, and the Company, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

SECTION 2
THE SYSTEM

2.1 The System and Its Operations

2.1.1. Service Area. As of the Effective Date of this Agreement, the Company's operates a System within the Franchise Area as delineated in Appendix C. Upon the request of the Franchising Authority and not more than once annually, the Company shall provide a revised description of its Service Area.

2.1.2. System. The Company, as of the Effective Date of this Franchise Agreement, maintains and operates a 750 MHz system capable of providing over 250 Channels of video programming which Channels may be delivered by analog, digital or other transmission technologies.

2.1.3. System Technical Standards. Throughout the term of this Agreement, the System shall be designed, maintained and operated such that quality and reliability of System Signal will be in compliance with Section 624A (Consumer Electronics Equipment Compatibility Standards) of the Cable Act as may be amended from time to time.

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2.1.4. Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the System in accordance with the testing procedures and the technical performance standards of the FCC detailed in Title 47 Telecommunication, Chapter 1 Federal Communications Commission, Part 76, Subpart K, 76.601, 76.605, 76.609, 76.610, and 76.611 which may change from time to time.

2.2 Requirements With Respect to Work on the System

2.2.1 General Requirements. The Company shall comply with ordinances and/or rules and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent such local laws, ordinances or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with Chapter 25-9 of the Official Code of Georgia Annotated, relating to notification prior to excavation near underground utilities, as now or hereafter amended.

SECTION 3
PEG ACCESS

3.1 PEG Access

3.1.1 Channel Capacity. The Company agrees to make available Channel capacity (up to one channel) on the digital tier to be designated for non-commercial, non-revenue generating governmental use. The capacity shall be determined in light of cable access related community needs and interests relative to the costs of such needs and interests. The Franchising Authority and the Company may jointly determine that the community needs and interests may better be served using video on demand, video streaming or other transmission technology.

3.1.2 Programming Obligations. The Franchising Authority shall not require the Company to exclusively dedicate a government access channel unless and until such time as the Franchising Authority produces fifteen (15) hours per month of non duplicative original programming for three consecutive months. For purposes of this Agreement, character generated or video bulletin board messages, traffic cameras, or other such passively produced content shall not count towards the fifteen (15) hours of non-duplicative, original programming. Additionally, no more than five (5) hours of the required fifteen (15) hours shall be meetings held by the Franchising Authority, its boards, authorities or associated organizations. Prior to dedicating an exclusive channel to the Franchising Authority, the Company shall cablecast the programming produced by the Franchising Authority.

The Franchising Authority shall provide the Company with written notice demonstrating the programming threshold and its desire to activate a government access channel dedicated

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to the Franchising Authority. The Company shall have three (3) months from receipt of such notice, or such longer period of time as may be reasonably necessary not to exceed six (6) months, to provide the channel. The Company shall promptly notify the Franchising Authority of such obligations and/or restrictions and present a reasonable time frame for providing the channel. The dedicated government channel may be delivered by analog, digital or other transmission technologies as determined by the Company in its sole discretion. The parties further agree that subscribers may require additional equipment to view such dedicated channels.

Once a channel is dedicated to the Franchising Authority for non-commercial, non-revenue generating, government access programming, the Franchising Authority must continue to produce and cablecast a minimum of fifteen (15) hours of non-duplicative, original programming per month. For purposes of this paragraph, character generated or video bulletin board messages, traffic cameras, or other such passively produced content shall not count towards the monthly fifteen (15) hours of non-duplicative, original programming. No more than five (5) hours of the required monthly fifteen (15) hours shall be meetings held by the Franchising Authority, its boards, authorities or associated organizations. Should the Franchising Authority not maintain the fifteen (15) hour programming per month threshold for any three (3) month period, then the Company may reclaim the channel capacity for its own use.

The Franchising Authority may cooperate with neighboring local governments to share a designated PEG channel as long as the parties collectively can meet the programming threshold outlined above.

3.2 Network Support and PEG Fees. The parties to this Agreement acknowledge that the Grantee had made certain capital investments as required by the Franchise Agreement between the Grantee, its Affiliates and DeKalb County, Georgia. As of the Effective Date, the Company collects additional fees from customers as reimbursement for those costs.

Additionally, the Grantee will incur significant costs associated with administration of this Franchise. To offset both the embedded capital costs and the one-time administrative costs, the parties agree that the Grantee may continue to pass through and retain fees up to $.70 per customer per month through December 31, 2009. These fees will be reflected on customer's bill as a "Network Support Fee" and "PEG Support Fee".

3.3 No Liability. The Company shall have no liability nor shall be required to provide indemnification to Franchising Authority for PEG programming cablecast over the System.

SECTION 4
CUSTOMER SERVICE AND PRIVACY PROTECTION

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of the standards do not constitute a breach of this Franchise Agreement.

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SECTION 5
COMPENSATION AND OTHER PAYMENTS

5.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay, or cause to be paid, to the Franchising Authority the amounts set forth in this Section 6.1.

5.1.1 Franchise Fees - Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenue derived from the operation of the System to provide Cable Services in the Franchise Area. .

5.1.2 Franchise Fees - Payment. All such payments of franchise fees shall be made on a quarterly basis and shall be remitted simultaneously with the submission of the Company's franchise fee report required pursuant to Section 5.1.3.

5.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority a report not later than thirty (30) days after the last day of March, June, September and December throughout the term of this Agreement setting forth the Gross Revenue for the period ending on said last day.

5.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. Franchising Authority may conduct audit no more than once annually to ensure payments in accordance with the terms and conditions of the franchise agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets or any other documents from the site of the audit. In the event, the Franchising Authority takes notes of any documents, records or files of the Company used to prepare an audit report, all notes shall be returned to the Company upon completion of the audit. The Audit period shall be limited to three years following the end of the quarter to which the disputed amount exists. Once any audited period of the Company has been the subject of a requested audit, such audited period shall not again be the subject of any audit., Not withstanding the foregoing, audits are limited to one (1) per year but they may cover up to three (3) years of operation.

If, as a result of such audit or any other review, the Franchising Authority determines that the Company has underpaid its fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the franchising authority. Moreover, any additional undisputed amounts owed to the Franchising Authority as the result of the

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audit shall be paid within 60 days, or other mutually acceptable timeframe from the date of the executed settlement agreement

5.2 Payments Not To Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 6 of this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all taxes of general applicability or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits or similar facilities that may be owned or Controlled by the Franchising Authority) which the Company or any Affiliated Person shall be required to pay to the Franchising Authority. Company and Franchising Authority further agree that franchise fee payments required under 5.1.1 of this Agreement shall be in lieu of permit fees and occupational license fee as required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company for or with respect to the use of the Streets nor shall the Franchising Authority levy any other tax, license, fee or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

5.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid at rates published by the Internal Revenue Service for tax refunds and additional tax payments for the period of delinquency.

5.4 Service to Governmental and Institutional Facilities.

5.4.1 Complimentary Installation. The Company, shall, upon written request by the Franchising Authority, provide Standard Installation of one service outlet for each of the Franchising Authorities facilities, public primary or secondary school and library, which will be located no more than 125 feet from the Company's activated distribution plant. If the facility is located more than 125 feet from the Company's activated distribution plant, then the Company shall within thirty (30) days of receipt of written request from the Franchising Authority, provide a written estimate for the cost of extending plant to the school, library or government facility as well as any necessary inside wiring costs.

5.4.2 Complimentary Service. Within thirty (30) days of receipt of written notice by the Franchising Authority, the Company shall provide one outlet of basic and expanded basic tier Service to each public primary or secondary school and public library located in the Franchise Area.

5.4.3 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school, public library or Service to a government facility.

SECTION 6
COMPLIANCE REPORTS

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6.1 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as maybe necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement

6.2 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

6.3 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential any requested documents submitted to the Franchising Authority that are labeled as Confidential or Trade Secret by the Company prior to submission, while at all times complying with the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.). In the event that any other Person requests such documents, including requests pursuant to the Georgia Open Records Act, the Franchising Authority shall notify the Company of such request as soon as practicable, and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 11.6 hereof, so that the Company may take appropriate steps to protect its interests in the Requested Records, including seeking an injunction against the release of such Requested Records. Upon receipt of said notice, the Company may review the Requested Records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" such additional portions of the requested documents as contain confidential or proprietary information .

The Company agrees to indemnify and hold harmless, including the payment of attorney fees, the Franchising Authority, its employees, agents, consultants and elected officials, for any claim arising out of the Franchising Authority's refusal to produce, in response to a request by any Person or entity other than the Company, documents the Company has designated as "Confidential" or "Trade Secret." The Company further agrees to indemnify and hold harmless, including the payment of attorney fees, the Franchising Authority, its employees, agents, consultants and elected officials for any claim arising out of the Franchise Authority's production, in response to a request by any person or entity, documents the Company has not designated as "Confidential" or "Trade Secret." The Franchising Authority will not disclose to any other Person any Requested Records labeled by the Company as "Confidential" or "Trade Secret" unless such disclosure is required by law or compelled by court order.

6.4 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the County only as required under applicable Federal and State laws. Additionally, Franchising Authority shall permit only appropriately trained and authorized Persons to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System.

6.4.1 Liability. The Company shall have no liability nor shall be required to provide indemnification to Franchising Authority for its use of the Emergency Alert System.

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RATES

Rate Regulation. Franchising Authority and the Company recognize that as of the effective date of this agreement, the FCC has deemed that the Company is subject to effective competition within Franchise Area. The Franchising Authority and the Company reserve all rights regarding the regulation of rates.

SECTION 8
ENFORCEMENT

8.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of the franchise agreement, the Franchising Authority shall first informally discuss the matter with the Company. If such discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged non-compliance. (Violation Notice).

8.2 Company's Right to Cure or Respond. Company shall have sixty (60) days from the receipt of the Violation Notice or a longer period of time as the Franchising Authority may specify to either respond, cure alleged noncompliance or if by the nature of the complained of event cannot be cured within a sixty (60) day period, Company shall in writing initiate reasonable steps to remedy the matter and provide franchising authority a projected resolution date.

8.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged matter of noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If the violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

8.4 Enforcement. Subject to applicable federal and State law, in the event the Franchising Authority, after the hearing set forth above, determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may:

(a) Seek specific performance damages; or

(b) Commence an action at law for monetary damages or seek other equitable relief; or

(c) In the case of a substantial default of a material provision of the Franchise, the Franchising Authority may seek to revoke the Franchise itself in accordance with subsection 8.1.5 below.

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8.5 Revocation

(a) Prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise Agreement on the basis of noncompliance, by the Company, including three or more instances of substantial noncompliance with a material provision of the Franchise Agreement. The notice shall set forth the exact nature of the noncompliance. The Company shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide an explanation or to cure the alleged noncompliance. If the Franchising Authority has not received a satisfactory response from the Company it may then seek to revoke the Franchise at a public hearing. The Company shall be give at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the franchise.

(b) At the hearing, the Franchising Authority's governing board shall give the Company an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority's Governing Board de novo. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

(c) Notwithstanding the above provisions, the Company does not waive any of its rights under federal law or regulation.

SECTION 9
ASSIGNMENTS
AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within 45 days of such transfer the transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) An affirmative declaration that the applicant shall comply with the terms and conditions of this Agreement, all applicable federal, state laws and regulations, including municipal and county ordinances regarding the placement and maintenance of facilities in the public rights-of-way that are generally applicable to users of the public right of way specifically including Chapter 9 of Title 25, the Georgia utility Facility Protection Act

(b) A description of transferee's service area; and

(c) The location of the transferee's principal place of business and the names or names of the principal executive officer or officers of the transferee.

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SECTION 10
INSURANCE and INDEMNITY

10.1 Insurance

10.1.1 Liability Insurance. Throughout the term of this Agreement and to the extent required of other users of the Streets, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies in an appropriate amount and provide the Franchising Authority with certificate(s) of insurance demonstrating that the Company has obtained the insurance.

10.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

10.2 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief to the extent such relief is required by any other provision of Federal State, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 11
MISCELLANEOUS

11.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

11.2 Appendices. The Appendices to this Agreement, attached hereto, and all portions thereof and exhibits thereto, are, except as otherwise specified in such Appendices, incorporated herein by reference and expressly made a part of this Agreement.

11.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

11.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

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the public interest and to protect the health, safety and welfare of the citizens of the City of Dunwoody, Georgia.

11.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

11.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Dunwoody
Attn: City Manager
_____
_____, __ _____

COMPANY:
Comcast of Georgia I, LLC
Attn: Vice President, Government & Community Affairs
2925 Courtyards Drive
Norcross, GA 30071

With a copy to: Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339

And: Comcast Cable Communications, Inc.
Attn: Legal Dept.
One Comcast Center
Philadelphia, PA 19103

11.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any

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inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

11.7.1 Organization, Standing, and Authorization. The Company is a limited liability corporation validly existing and in good standing under the laws of the State of Georgia and is duly authorized to do business in the State of Georgia and in the Franchise Area.

11.7.2 Compliance with Law. The Company, to the best of its knowledge, is in substantial compliance with all material laws, ordinances, decrees and governmental rules and regulations applicable to the System and has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the System.

11.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets and equipment of the System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

11.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

11.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in the preceding sections of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 8 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

11.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

11.13 Governing Law. This Agreement shall be deemed to be executed in the City of Dunwoody, State of Georgia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that State.

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11.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 11.7, or to such other address as the Company may provide to the Franchising Authority in writing.

11.15 Modification. The Company may at any time during the term of this Agreement seek a modification, amendment or waiver of any term or condition of this agreement. No provision of this Agreement nor any Appendix to this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

11.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.17. .

11.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement shall be deemed subject to this section.

11.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

11.19 Third Party Beneficiaries. Nothing in this Franchise or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

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IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

SO ORDAINED AND EFFECTIVE this the 18th day of December, 2008.

City of Dunwoody, Georgia

Approved By: _____
Name:
Title Mayor
(Seal)

Approved as to form and content:

_____
Brian Anderson, City Attorney

Attest: _____
Joan C. Jones, Acting City Clerk

Date: _____

Comcast of Georgia I, LLC

By:_____
Name: John H. Ridall, Jr.
Title: President

Attest: _____

Date: _____

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APPENDIX A
DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"**Abandonment**" means: (i) the cessation, by act or failure to act of the Company of the provision of all, or substantially all, of the Services then being provided over the System to Subscribers or the Franchising Authority for twenty-four (24) or more consecutive hours, except if due to an event beyond the control of the Company.

"**Affiliated Person**" means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with the Company.

"**Agreement**" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"**Basic Service**" means any service tier which includes the retransmission of local television broadcast signals and any equipment or installation used in connection with Basic Service. ok

"**Cable Act**" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. §§ 521 et esq.

"Cable service" means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. "Cable service" does not include any video programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"Cable service provider" means any person or group of persons (A) who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system).

"Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide

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cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

(A) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(B) A facility that serves subscribers without using any public right-of-way as defined herein;

(C) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 - 276, except that such facility shall be considered a cable system, other than for purposes of 47 U.S.C. 541(c), to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) An open video system that complies with 47 U.S.C. 573; or

(E) Any facilities of any electric utility used solely for operating its electric utility system.

"**Channel**" means a "Channel" or "cable Channel" as defined in the Cable Act.

"**Company**" means Comcast of Georgia I, LLC a limited liability corporation validly existing under the laws of the State of Georgia, whose principal place of business is located at 2925 Courtyards Drive, Norcross, GA 30071.

"**Control**" or "**Controlling Interest**" means actual working Control in whatever manner exercised, including, without limitation, working Control through ownership, management, debt instruments, or negative Control, as the case may be, and of the System, the Franchise, or the Company.

"**FCC**" means the Federal Communications Commission, its designee, or any successor thereto.

"**Franchise Area**" means the incorporated areas of the City**,** including any areas annexed by the Franchising Authority during the term of the Franchise.

"**Franchising Authority**" means the City of Dunwoody**,** Georgia, or lawful successor, transferee, designee or assignee thereof.

"Gross Revenues" means all revenues received from subscribers for the provision of cable service or video service, including franchise fees for cable service providers and video service providers, and advertising and home shopping services and shall be determined in accordance with Generally Accepted accounting Principles ("GAAP"). Gross revenues shall not include:

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(A) Amounts billed and collected as a line item on the subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of "Gross Revenue" , such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) Any revenue not actually received, even if billed, such as bad debt;

(C) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide cable or video programming;

(D) Any amounts attributable to refunds, rebates, or discounts;

(E) Any revenue from services provided over the network that are associated with or classified as non-cable or non-video services under federal law, including, without limitation, revenues received from telecommunications services, information services other than cable or video services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-cable or non-video service is bundled with the sale of one or more cable or video services and sold for a single non-itemized price, the term "gross revenues" shall include only those revenues that are attributable to cable or video services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) Any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) Any revenue from sales or rental of property, except such property as the subscriber is required to buy or rent exclusively from the cable or video service provider to receive cable or video service;

(H) Any revenue received from providing or maintaining inside wiring;

(I) Any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

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(J) Any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of video programming.

"Normal Business Hours" The term "normal business hours" means those hours during which most other businesses in the community are usually and customarily accessible to customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

"Normal Operating Conditions" The term "normal operating conditions" means those service conditions, which are within the control of the Company. Those conditions, which are not within the control of the Company, include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions, which are ordinarily within the control of the Company, include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"**Responsible Franchising Official**" means the body, organization or official to whom the applicable rights or obligations have been delegated by the Franchising Authority pursuant to applicable law.

"Service Area" means the geographic territory within a municipality or unincorporated area of a county where a cable operator or video service provider provides or has proposed to offer cable service or video services pursuant to a franchise.

"**Signal**" means any transmission of radio frequency energy or of optical information.

"Standard Installation." The term "standard installations" means installations that are located within 125 feet of the existing Cable System

"**Streets**" means the surface of, and the space above and below, any and all Streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights of way.

"**Subscriber**" means any Person lawfully receiving any Service provided by the Company by means of or in connection with the System, whether or not a fee is paid for such Service.

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“Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, as set forth in 47 U.S.C. §522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. Section 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

"Video Service Provider" means an entity providing video service, as defined herein. This term does not include a cable service provider.

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APPENDIX B
CUSTOMER SERVICE STANDARDS

[Code of Federal Regulations]
[Title 47, Volume 4, Parts 70 to 79]
[Revised as of October 1, 1998]
From the U.S. Government Printing Office via GPO Access
[CITE: 47CFR76.309]

[Page 561-563]

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION (Continued)
PART 76--CABLE TELEVISION SERVICE--Table of Contents
Subpart H--General Operating Requirements

Sec. 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

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(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. ``Standard'' installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on ``service interruptions'' promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

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(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges.

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Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term ``normal business hours'' means those hours during which most similar businesses in the community are open to serve customers. In all cases, ``normal business hours'' must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term ``normal operating conditions'' means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

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APPENDIX C
SYSTEM DESCRIPTION

A description of the Company's service area if the service area is not equivalent to the franchise area, which description shall be sufficiently detailed so as to allow the franchising authority to respond to customer inquiries. The Company may supply a detailed map that fairly depicts the service area.

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CITY OF DUNWOODY FEE SCHEDULE

PLANNING AND ZONING FEES – EXHIBIT A Rezoning

	TO:	ACREAGE				
		0 to 5	**5+ to 10**	**10+ to 20**	**20+ to 100**	**100+**
REZONING FROM ANY DISTRICT	R-200, R-150, R-100, R-85, R-75, R-60, R-A8, R-CH,	$500	$1,000	$1,500	$2,000	$2,500 plus an additional $40 per acre for any portion thereof over 100 acres. Maximum fee = $10,000
	R-CD, R-DT, RM-150, RM-100, RM-85, RM-75, RM-HD, MHP, TND, NNC, O-I, O-D, NS, C-1, C-2, M, M-2, Pc,	$750	$1,500	$2,000	$2,500	$3,000 plus an additional $50 per acre for any portion thereof over 100 acres. Maximum fee = $10,000
	OCR, O-I-T	Any acreage: $2,000 plus $50 per acre or any portion thereof.				
		Maximum fee = $10,000				
USE PERMIT	Mobile Home	$250				
	All Other Use Permits	$500				
REVISIONS	Rezoning or Use Permit	$150 for each submittal of a revision				
	Modification	$100 for each submittal of a revision				
	Variance	$100 for each submittal of a revision				
CONCURRENT VARIANCES	Single Family Residential Districts: R-200, R-150, R-100, R-85, R-75, R-60, R-A8, R-CH,	$250 plus $50 for each additional concurrent variance requested on the same piece of property				
	Multi-Family and all Non-Residential R-CD, R-DT, RM-150, RM-100, RM-85, RM-75, RM-HD, MHP, TND, NNC, O-I, O-I-T, O-D, NS, C-1, C-2, M, M-2, Pc, OCR, O-I-T	$350 plus $100 for each additional concurrent variance requested on the same piece of property				
	All Signs	$300 plus $100 for each additional request				
MODIFICATIONS	Any modification request	$300 plus $100 for each additional modification request on the same piece of property				

Variances

MINOR VARIANCE, ADMINISTRATIVE VARIANCE, ADMINISTRATIVE MINOR VARIANCE, PRIMARY VARIANCE, SECONDARY VARIANCE, BUILDING CODE VARIANCE	Single-Family Residential Zoning Districts	$250 plus $50 for each additional variance request on the same piece of property
	Multi-Family Districts, Non-Residential Districts, and Commercial Uses in Residential	$350 plus $100 for each additional variance request
	All Signs	$350 plus $100 for each additional variance request

Other

	Event Type	**Fee**
ADMINISTRATIVE PERMIT	Festival/Event (horseshow, music festival, etc.)	$50 plus $10 per day
	Events, Outdoors Seasonal (Christmas trees, pumpkins, etc.)	50
	Roadside Vendors	$50 plus $10 per day
	Roadside Produce Stand	50
ZONING CERTIFICATION LETTER	**Fee**	
	$30	

Construction Permit Fees		
ADMINISTRATIVE FEE	$25 for all new permits and reissue of permits, certificates of occupancy, inspection sheets, and for installation lists when not attached to combination building permits	
	Building permits will be calculated based on the tables below	
	Use	**Permit Fee** **$8 per $1000 of the construction valuation listed below (or otherwise noted)**
VALUATIONS FOR USES NOT COVERED UNDER THE ICC BUILDING VALUATION DATA CONSTRUCTION COST TABLE	Patio Cover, Deck, Balcony	$15 per square foot
	Enclosed Patio, Sunroom, Screened Room	$30 per square foot
	Shed Storage Building	$20 per square foot
	Fences 3′ to 7′ in height	$1 per square foot
	Fences Over 7′ in height	$2 per square foot
	Pools (value per square foot)	$180 per square foot
	Public Garages	$47 per square foot
	Retaining Wall (value per linear foot)	
	8′ or less in height	$10 per square foot
	More than 8′ in height	$20 per square foot
	Tenant Interior Finish Improvements	$50 per square foot
SUBDIVISION DEVELOPMENT SIGN FEES	**Sign type**	
	24" Stop Sign, Street Sign(s), post, and sign bracket	$165 per sign
	30" Stop Sign, Street Sign(s), post, and sign bracket	$175 per sign
	Speed limit sign, post, bracket with Watch for Children	$125 per sign
	Speed limit sign, post, bracket	$125 per sign
	30" Yield Sign, post, bracket	$125 per sign
	No Outlet sign	$125 per sign
VALUATIONS FOR USES LISTED IN THE ICC BUILDING VALUATION DATA CONSTRUCTION COST TABLE	**Use**	**Vaulation**
	New One & Two Family Residential	Use ICC Building Valuation Data Table, latest published edition
	New Non-Residential & Multi-Family	Use ICC Building Valuation Data Table, latest published edition
	The following valuation shall be used for the valuation of separate permits pertaining to the same structure: a. Building shell only: 80% of valuation above b. Mechanical only: 15% of valuation above c. Plumbing only: 15% of valuation above d. Electric only: 15% of valuation above	
OTHER FEES	**Permit or Fee Type**	**Fee**
	Building for retaining wall – site plan review	$100 per review
	Inspections outside of normal business hours	$150/hour (min 2 hours)
	Reinspection fees	$50/hour (min 1 hour)
	Inspections for which no fee is specifically indicated	$50/hour (min 1 hour)
	Demolition Permit	100
	Tree Replacement Fund Donation	$1,000 per 1.0 unit of density credit required
	Final Certificate of Occupancy	$50

Review Fees		
SKETCH PLANS	**Use**	**Cost Per Unit**
	Residential	$350 plus $5 per lot
	Commercial	$350 plus $5 per acre
LAND DISTURBANCE PERMIT	Use	Cost Per Unit
	Residential	$350 plus $20 per lot
		Additional review fee of $200 assessed for the second and subsequent re-submittal of plans
	Commercial	$350 plus $20 per acre
		Additional review fee of $200 assessed for the second and subsequent re-submittal of plans
FINAL PLAT	$350 plus $5 per lot	
MINOR SUBDIVISION	$350	

Permit Fees		
LAND DEVELOPMENT	**Inspection**	**Cost Per Unit**
	Road Vert. & Sect.	$16 per linear foot
	Curb and Gutter	$6.50 per linear foot
	Base and Paving	$25 per linear foot
	Commercial Driveway	$0.75 per square foot
	Storm Drainage	$20 per linear foot
	Wastewater	$22 per linear foot
	Water Main	$16 per linear foot
	Sidewalk	$2 per square foot
	Administrative Fee of $25	
	Erosion Control	**Cost Per Unit**
	Residential	$200 per lot
	Other	
	Permit Fees	**Cost Per Unit**
	Street Name Markers/Intersection	$75 per intersection
	Traffic Signs/Intersection	$65 per intersection
	Land Disturbance Permit	**Fee**
	LDP	$125
	Fees for Land Disturbance Permits	
	Valuation	Fee
	$1 to $5,000	$300
	$5,001 to $20,000	$300 for the first $5,000 and $150 for each additional $1,000, or fraction thereof
	$20,001 to $100,000	$2,250 for the first $20,000 and $100 for each additional $1,000, or fraction thereof
	$100,001 to $250,000	$10,550 for the first $100,000 and $50 for each additional $1,000, or fraction thereof
	$250,001 to $500,000	$18,050 for the first $250,000 and $25 for each additional $1,000, or fraction thereof
	$500,001 to $1,000,000	$24,300 for the first $500,000 and $15 for each additional $1,000, or fraction thereof
	$1,000,001 and up	$31,800 for the first $1,000,000 and $10 for each additional $1,000,

Sign Permit Fees		
REVIEW FEE	$15	
SIGN PERMIT	**Sign Message Area Size**	**Flat Fee**
	1 to 50 square feet	$50
	51 to 100 square feet	$100
	101 to 150 square feet	$150
	151 to 200 square feet	$200

City of Dunwoody Fiscal Year 2009 Budget

Ken Wright – Mayor
Denis Shortal – City Council Post 1
Adrian Bonser – City Council Post 2
Tom Taylor – City Council Post 3
Robert Wittenstein – City Council Post 4
Danny Ross – City Council Post 5
John Heneghan – City Council Post

Prepared by:

Warren Hutmacher, City Manager

City of Dunwoody - P.O. Box 888074 - Dunwoody, GA 30356
Temporary Offices: 400 Northridge Road; Suite 1250, Atlanta, GA 30350
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CITY OF DUNWOODY
400 Northridge Road
Suite 1250
Dunwoody, GA 30350
Phone: 678.382.6700 • Fax: 678.382.6701
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MEMORANDUM

To: Mayor Ken Wright and City Council Members

From: Warren A. Hutmacher, City Manager

Date: December 24, 2008

Subject: FY 2009 Budget

It is my pleasure to submit to you the first budget for the City of Dunwoody. It is awe inspiring to consider the thousands of dedicated citizens and business leaders who spent countless hours working passionately to create the great City of Dunwoody since the 1970's when incorporation was first proposed in the Georgia General Assembly. All of the blood, sweat and tears have culminated in the incorporation of the newest city in Georgia – the City of Dunwoody.

Given the monumental struggle for local control this community has overcome for the past 30+ years, it is humbling to serve as your City Manager. I look forward to presenting many budgets to you over the coming years and each of those budgets will build upon a commitment to superior service and fiscal responsibility. Dunwoody is a premier community and our future depends on our financial stability.

The Fiscal Year 2009 (January 1, 2009 – December 31, 2009) budget is a challenging budget for two reasons: (1) The economic downturn nationally, regionally and locally has destabilized traditionally rich revenue sources for local governments; which limits our ability to deliver high quality services at a high cost factor, and (2) There is no history for the City of Dunwoody and therefore, a number of assumptions and well laid out plans are in place in this budget. We will need to monitor revenue collections and expenses more carefully than at any point in our future.

With all of that said, the Fiscal Year 2009 Budget collects enough revenue to support a high level of city services without any increase to the previously conceived millage rate of 2.74 mills. This rate ensures that our taxpayers pay no more to the City of Dunwoody then they have historically been paying to DeKalb County through the County's unincorporated special services tax rate. Property taxes, franchise fees and business license revenue make up 70% of our total revenue. I will be monitoring all revenue sources throughout the year to make sure we are hitting our projections, but it will be crucial for the City of Dunwoody to collect every dollar legitimately owed to the City in these top three categories to guarantee that we will have ample revenue to deliver the best municipal services to our community.

The City will be utilizing Tax Anticipation Note (TAN) financing in FY 2009 to level out cash flow problems that any new incorporated city would experience. We are estimating that the TAN will be approximately $6,000,000 and will only used on a "draw" basis to make certain that we are only paying interest on funds that we vitally need for cash flow purposes.

On the expense side, the City is prepared to deliver services on January 1, 2009 through an innovative set of partnerships with three private sector firms who will provide the City of Dunwoody with Community Development (Clark Patterson Lee), Public Works (Lowe Engineers) and Finance and Administration (Calvin, Giordano and Associates) services. All of our critical staff is in place and our citizens and business owners will not only see not drop in service delivery, but they will witness a dynamic and dedicated process of delivering high quality and response city services. Early projections prior to incorporation projected service delivery costs well above the costs that we are now contracted to spend. This cost savings, in my opinion, is due to this innovative approach of using several vendors to provide services instead of using one company to manage city operations. I think that in time, this model of service delivery will prove to be effective and cost efficient.

DeKalb County will continue to provide our community with water and sewer supply, treatment and distribution services, fire and rescue, sanitation, and E-911 services for the foreseeable future. The County will also provide Police services for a ninety day period, during such time the City of Dunwoody will be preparing to go "live" with police protection starting April 1, 2009. An intergovernmental agreement is in place that will compensate the County $430,000 per month for this service.

Fiscal Year 2009 will be an exciting year. Over the coming days, the City will add a Finance Director, City Clerk and Municipal Court Clerk. A City Hall will be chosen and built out for occupancy on June 1, 2009 and a new Police Station will be built out for occupancy on March 15, 2009. The City will be recruiting an army of volunteers to fill various boards and commissions that will regulate land development and provide the elected officials with advise, counsel and recommendations. A comprehensive plan will be developed this year that will afford the community the opportunity to create the road map for our future. Roads will be paved, potholes fixed, curbs repaired and signals timed properly. Our parks will be clean and safe and our citizens, visitors and business owners will be treated like family. The new City of Dunwoody will not be a replica of what has been done in the past, but instead we will be an innovative, transparent and dynamic local government, where billions of dollars in commerce are transacted and families live a charmed life in a beautiful community.

In the final analysis, the City will take in approximately $15,000,000 in revenue and expend nearly $14,000,000 over the course of this year. Including a $500,000 contingency fund in the Non-Departmental budget, the City intends to transfer $1,500,000 to fund balance reserves for FY 2010 and beyond. This is a great start toward a fiscally stable future for the City of Dunwoody.

I am eager for January 1, 2009 to arrive so that we can begin to live the dream of residing in the City of Dunwoody. I am excited to work with all of you to bring your vision and your goals for our great community to life.

Budget Summary - FY 2009

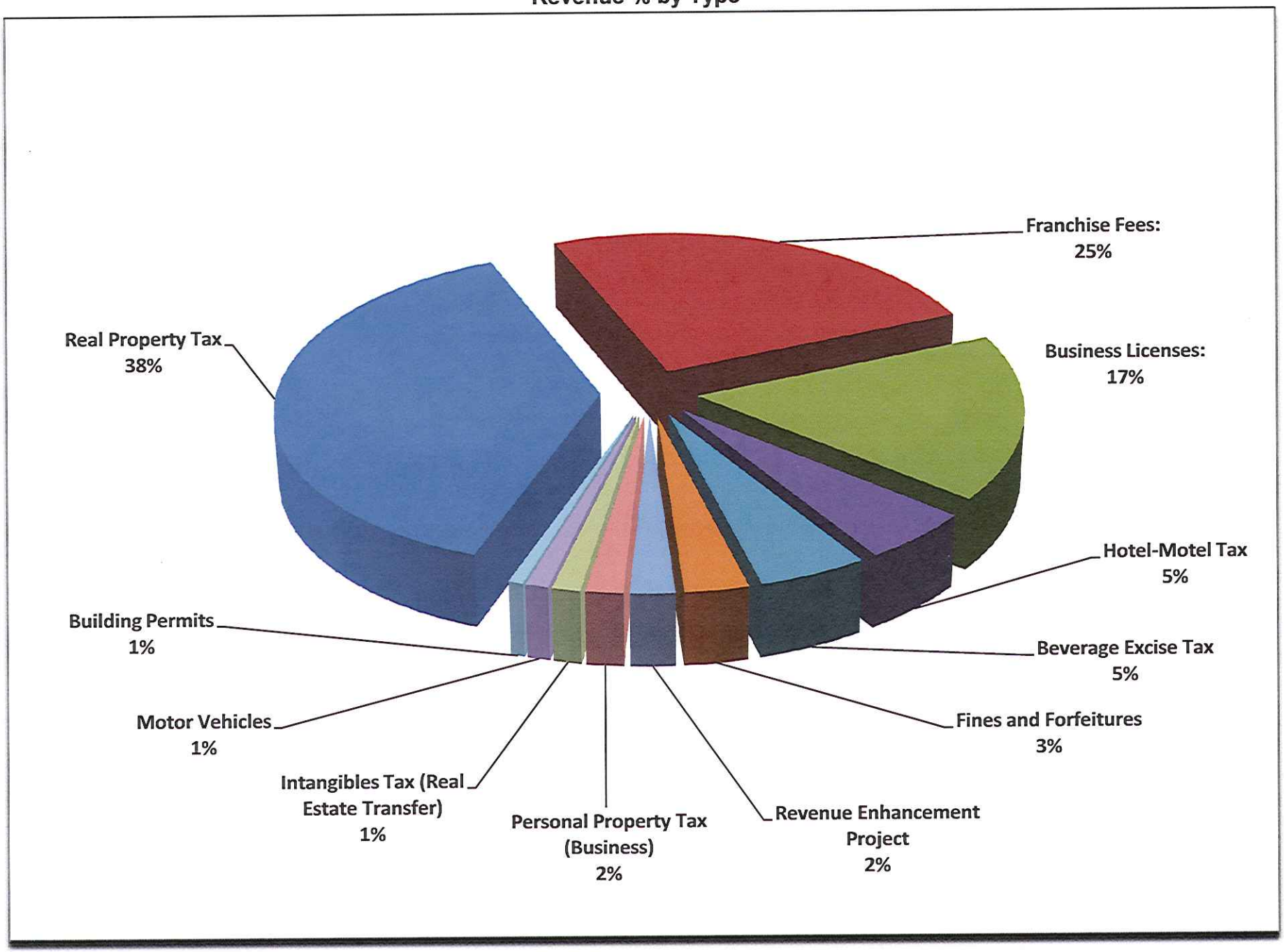
Revenues:			
Real Property Tax	$	5,700,000	38%
Franchise Fees	$	3,725,225	25%
Business Licenses	$	2,545,163	17%
Hotel-Motel Tax	$	768,825	5%
Beverage Excise Tax	$	730,608	5%
Fines and Forfeitures	$	430,000	3%
Revenue Enhancement Project	$	300,000	2%
Personal Property Tax (Business)	$	248,820	2%
Intangibles Tax (Real Estate Transfer)	$	188,400	1%
Motor Vehicles	$	154,440	1%
Building Permits & Community Development Fees	$	121,105	1%
Interest on Delinquent Personal Property Tax	$	21,000	0%
Sale of Printed Material-Police	$	14,600	0%
Motor Vehicles Penalties-Disputed	$	12,600	0%
Copying Fees	$	7,842	0%
Miscellaneous Revenue	$	5,250	0%
Charges for Services (rec., fingerprints, etc.)	$	2,100	0%
HOST proceeds	$	-	0%
Insurance Premium Tax (begins in 2010)	$	-	0%
Banking Shares Tax (begins in 2010)	$	-	0%
Homestead Tax Credit	$	-	0%
Grants	$	-	0%
Total Revenue	**$**	**14,975,978**	
Expenses:			
Mayor and Council	$	149,231	1%
City Manager	$	213,673	2%
City Clerk	$	146,899	1%
Community Development	$	1,900,500	14%
Finance and Administration	$	2,070,928	15%
Municipal Court	$	227,927	2%
Police	$	5,674,929	42%
Public Works	$	1,889,889	14%
Non-Departmental	$	1,643,050	12%
Total Expenses	**$**	**13,917,024**	
Transfer to Fund Balance	**$**	**1,058,954**	

Revenues:

Real Property Tax	$	5,700,000
Franchise Fees	$	3,725,225
Business Licenses	$	2,545,163
Hotel-Motel Tax	$	768,825
Beverage Excise Tax	$	730,608
Fines and Forfeitures	$	430,000
Revenue Enhancement Project	$	300,000
Personal Property Tax (Business)	$	248,820
Intangibles Tax (Real Estate Transfer)	$	188,400
Motor Vehicles	$	154,440
Building Permits	$	121,105
Interest on Delinquent Personal Property Tax	$	21,000
Sale of Printed Material-Police	$	14,600
Motor Vehicles Penalties - Disputed	$	12,600
Copying Fees	$	7,842
Miscellaneous Revenue	$	5,250
Charges for Services (rec., fingerprints, etc.)	$	2,100
HOST proceeds	$	-
Insurance Premium Tax (begins in 2010)	$	-
Banking Shares Tax (begins in 2010)	$	-
Homestead Tax Credit	$	-
Grants	$	-
Total Revenue	**$**	**14,975,978**

FY 2009 Dunwoody Budget

Revenue % by Type

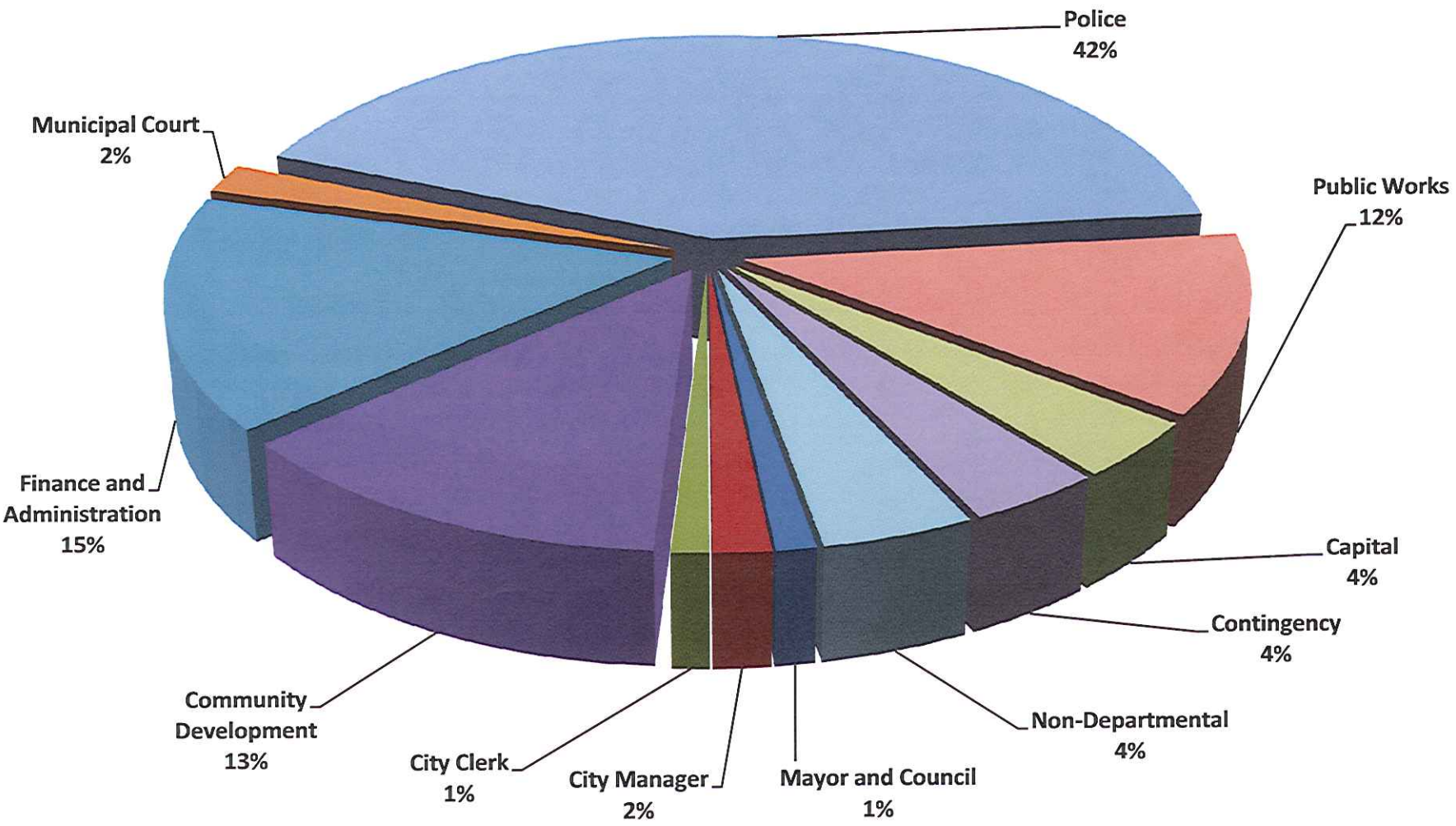


12/24/2008

Expenses:

Mayor and Council	$	149,231
City Manager	$	213,673
City Clerk	$	146,899
Community Development	$	1,900,500
Finance and Administration	$	2,070,928
Municipal Court	$	227,927
Police	$	5,674,929
Public Works	$	1,889,889
Non-Departmental	$	1,643,050
Total Expenses	**$**	**13,917,024**

FY 2009 Dunwoody Budget
Expenditures % by Type



12/24/2008

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

MAYOR & CITY COUNCIL

FY 2009 Budget Request: $149,231

- Percentage of Budget: 1%

Departmental Budget Description:

The Office of the Mayor and City Council is the Department that contains the salaries and expenditures for the elected officials. Included in this budget is the statutory compensation for the Mayor and City Council members and the necessary expenditures for the discharge of their duties under the Charter of the City of Dunwoody

New Positions Requested: None

Expenditure Requests of Interest: None

Mayor and Council

		REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES		
REGULAR EMPLOYEES (2008 Deferred)	$	20,999
REGULAR EMPLOYEES (2009)	$	88,000
OVERTIME	$	-
TOTAL PERS SVCS-SALARIES & WAGES	**$**	**108,999**
PERSONNEL SVCS-EMPLOYEE BENEFITS		
GROUP INSURANCE	$	-
FICA	$	5,456
MEDICARE	$	1,276
RETIREMENT CONTRIBUTIONS	$	-
FEDERAL UNEMPLOYMENT INSURANCE TAX	$	-
STATE UNEMPLOYMENT INSURANCE TAX	$	-
WORKER'S COMPENSATION	$	-
TOTAL PERS SVCS - EMPLOYEE BENEFITS	**$**	**6,732**
TOTAL PERSONNEL COSTS	**$**	**115,731**
PURCHASED PROF & TECH SVCS		
PROF SERV.-SOFTWARE & LIC	$	-
PROF SERV.-OTHER	$	1,000
INSURANCE OTHER THAN EMP. BEN	$	-
TOTAL PURCHASED PROF & TECH SVCS	**$**	**1,000**
PURCHASED PROPERTY SVCS		
OTHER PURCHASED SVCS		
MOBILE COMMUNICATIONS	$	-
MAYOR EXPENSES	$	5,000
COUNCIL EXPENSES	$	18,000
PRINTING & BINDING	$	-
POSTAGE	$	-
TRAVEL	$	-
DUES & FEES	$	1,000
EDUCATION & TRAINING	$	5,000
TOTAL OTHER PURCHASED SVCS	**$**	**29,000**
SUPPLIES		
GENERAL SUPPLIES & MATERIAL	$	1,000
OFFICE SUPPLIES	$	500
BOOKS & PERIODICALS	$	500
SMALL EQUIPMENT	$	500
MISCELLANEOUS	$	1,000
TOTAL SUPPLIES	**$**	**3,500**
CAPITAL OUTLAY		
FURNITURE.	$	-
COMPUTER EQUIPMENT	$	-
EQUIPMENT	$	-
TOTAL CAPITAL OUTLAY	**$**	**-**
TOTAL ALL EXPENDITURES	**$**	**149,231**

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

CITY MANAGER

FY 2009 Budget Request: $213,673

- Percentage of Budget: 2%

Departmental Budget Description:

The Office of the City Manager is the department responsible for providing the leadership for the professional staff to implement the vision and goals of the elected officials. The City Manager is the key advisor to the Mayor and Council and the Chief Operating Officer for the City of Dunwoody.

New Positions Requested: None

Expenditure Requests of Interest: None

CITY MANAGER

		REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES		
REGULAR EMPLOYEES	$	145,000
OVERTIME	$	-
TOTAL PERS SVCS-SALARIES & WAGES	**$**	**145,000**
PERSONNEL SVCS-EMPLOYEE BENEFITS		
GROUP INSURANCE - HEALTH	$	10,000
GROUP INSURANCE - DISABILITY	$	600
GROUP INSURANCE - DENTAL	$	3,800
GROUP INSURANCE - LIFE	$	1,200
GROUP INSURANCE - VISION	$	1,200
FICA	$	9,436
MEDICARE	$	2,207
RETIREMENT CONTRIBUTIONS	$	17,400
FEDERAL UNEMPLOYMENT INSURANCE TAX	$	-
STATE UNEMPLOYMENT INSURANCE TAX	$	230
WORKER'S COMPENSATION	$	600
AUTO ALLOWANCE	$	7,200
TOTAL PERS SVCS - EMPLOYEE BENEFITS	**$**	**53,873**
TOTAL PERSONNEL COSTS	**$**	**198,873**
PURCHASED PROF & TECH SVCS		
PROF SERV.-SOFTWARE & LIC	$	-
PROF SERV.-OTHER	$	-
INSURANCE OTHER THAN EMP. BEN	$	-
TOTAL PURCHASED PROF & TECH SVCS	**$**	**-**
PURCHASED PROPERTY SVCS		
OTHER PURCHASED SVCS		
MOBILE COMMUNICATIONS	$	1,800
PRINTING & BINDING	$	-
POSTAGE	$	-
TRAVEL	$	2,500
DUES & FEES	$	1,500
EDUCATION & TRAINING	$	1,500
HOSPITALITY	$	500
MOVING EXPENSES	$	2,500
TOTAL OTHER PURCHASED SVCS	**$**	**10,300**
SUPPLIES		
GENERAL SUPPLIES & MATERIAL	$	2,000
OFFICE SUPPLIES	$	500
BOOKS & PERIODICALS	$	500
SMALL EQUIPMENT	$	500
MISCELLANEOUS	$	1,000
TOTAL SUPPLIES	**$**	**4,500**
CAPITAL OUTLAY		
FURNITURE.	$	-
COMPUTER EQUIPMENT	$	-
EQUIPMENT	$	-
TOTAL CAPITAL OUTLAY	**$**	**-**
TOTAL ALL EXPENDITURES	**$**	**213,673**

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

CITY CLERK

FY 2009 Budget Request: $146,899

- Percentage of Budget: 1%

Departmental Budget Description:

The Office of the City Clerk is the department responsible for the maintenance of all city records and documents, the preparation and distribution of the agenda and minutes for all city meetings and the superintendant of municipal elections.

New Positions Requested: None

Expenditure Requests of Interest:

1. **Document Management System:** Total cost of approximately $30,000 to be financed over a 3 year period. First year cost is approximately $10,000. This software program automates the agenda preparation and minute taking process and provides elected officials, staff and citizens with a web based document management system that allows full search capability and archival records of all city meetings and documents.

2. **Codification Services:** Professional services funds to pay for codification of the Charter and all ordinances. Publication of the Municipal Code will be web based and searchable

CITY CLERK

		REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES		
REGULAR EMPLOYEES	$	66,000
OVERTIME	$	-
TOTAL PERS SVCS-SALARIES & WAGES	**$**	**66,000**
PERSONNEL SVCS-EMPLOYEE BENEFITS		
GROUP INSURANCE - HEALTH	$	10,000
GROUP INSURANCE - DISABILITY	$	600
GROUP INSURANCE - DENTAL	$	3,800
GROUP INSURANCE - LIFE	$	1,200
GROUP INSURANCE - VISION	$	1,200
FICA	$	4,092
MEDICARE	$	957
RETIREMENT CONTRIBUTIONS	$	7,920
FEDERAL UNEMPLOYMENT INSURANCE TAX	$	-
STATE UNEMPLOYMENT INSURANCE TAX	$	230
WORKER'S COMPENSATION	$	600
TOTAL PERS SVCS - EMPLOYEE BENEFITS	**$**	**30,599**
TOTAL PERSONNEL COSTS	**$**	**96,599**
PURCHASED PROF & TECH SVCS		
PROF SERV.-SOFTWARE & LIC	$	5,000
PROF SERV.-OTHER	$	10,000
INSURANCE OTHER THAN EMP. BEN	$	-
ELECTION EXPENSES	$	10,000
TOTAL PURCHASED PROF & TECH SVCS	**$**	**25,000**
PURCHASED PROPERTY SVCS		
OTHER PURCHASED SVCS		
MOBILE COMMUNICATIONS	$	1,800
PRINTING & BINDING	$	5,000
POSTAGE	$	500
TRAVEL	$	2,000
DUES & FEES	$	750
EDUCATION & TRAINING	$	750
HOSPITALITY	$	-
TOTAL OTHER PURCHASED SVCS	**$**	**10,800**
SUPPLIES		
GENERAL SUPPLIES & MATERIAL	$	2,000
OFFICE SUPPLIES	$	500
BOOKS & PERIODICALS	$	500
SMALL EQUIPMENT	$	500
MISCELLANEOUS	$	1,000
TOTAL SUPPLIES	**$**	**4,500**
CAPITAL OUTLAY		
FURNITURE.	$	-
COMPUTER EQUIPMENT	$	10,000
EQUIPMENT	$	-
TOTAL CAPITAL OUTLAY	**$**	**10,000**
TOTAL ALL EXPENDITURES	**$**	**146,899**

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

COMMUNITY DEVELOPMENT

FY 2009 Budget Request: $1,900,500

- Percentage of Budget: 14%

Departmental Budget Description:

The Community Development Department is responsible for the administration of all land use, zoning and building regulations for the City of Dunwoody. Additionally, the Community Development Department is responsible for Code Compliance (municipal code enforcement) .

New Positions Requested: None

Expenditure Requests of Interest:

1. **Comprehensive Plan:** Total cost of $100,000. This is a State of Georgia mandated planning process to achieve qualified local government status. The Comprehensive Plan is also the key planning document for the City to assist the City with long range land use and operational planning. This process is heavy on community involvement and is truly a community based planning effort.

2. **Outsourcing:** Through a competitive bid process, the City hired Clark Patterson Lee to staff the Community Development Department and provide for Geographic Information Systems services.

COMMUNITY DEVELOPMENT

	REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES	
REGULAR EMPLOYEES	$ -
OVERTIME	$ -
TOTAL PERS SVCS-SALARIES & WAGES	$ -
PERSONNEL SVCS-EMPLOYEE BENEFITS	
GROUP INSURANCE - HEALTH	$ -
GROUP INSURANCE - DISABILITY	$ -
GROUP INSURANCE - DENTAL	$ -
GROUP INSURANCE - LIFE	$ -
GROUP INSURANCE - VISION	$ -
FICA	$ -
MEDICARE	$ -
RETIREMENT CONTRIBUTIONS	$ -
RETIREMENT CONTRIBUTIONS - MATCHING	$ -
FEDERAL UNEMPLOYMENT INSURANCE TAX	$ -
STATE UNEMPLOYMENT INSURANCE TAX	$ -
WORKER'S COMPENSATION	$ -
TOTAL PERS SVCS - EMPLOYEE BENEFITS	$ -
TOTAL PERSONNEL COSTS	$ -
PURCHASED PROF & TECH SVCS	
PROF SERV.-SOFTWARE & LIC	$ 5,000
PROF SERV.-OTHER	$ 100,000
INSURANCE OTHER THAN EMP. BEN	$ -
PROFESSIONAL SERVICES - CLARK PATTERSON LEE	$ 1,556,000
TOTAL PURCHASED PROF & TECH SVCS	$ 1,661,000
PURCHASED PROPERTY SVCS	
OTHER PURCHASED SVCS	
MOBILE COMMUNICATIONS	$ -
PRINTING & BINDING	$ 5,000
POSTAGE	$ 5,000
TRAVEL	$ 500
DUES & FEES	$ -
EDUCATION & TRAINING	$ 500
HOSPITALITY	$ -
TOTAL OTHER PURCHASED SVCS	$ 11,000
SUPPLIES	
GENERAL SUPPLIES & MATERIAL	$ 10,000
OFFICE SUPPLIES	$ 5,000
BOOKS & PERIODICALS	$ 500
SMALL EQUIPMENT	$ 2,000
MISCELLANEOUS	$ 1,000
ADVERTISING	$ 10,000
TOTAL SUPPLIES	$ 28,500
CAPITAL OUTLAY	
FURNITURE.	$ -
COMPUTER EQUIPMENT	$ -
EQUIPMENT	$ -
TE & MISC. GRANT MATCHING FUNDS	$ 200,000
TOTAL CAPITAL OUTLAY	$ 200,000
TOTAL ALL EXPENDITURES	$ 1,900,500

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

FINANCE AND ADMINISTRATION

FY 2009 Budget Request: $2,070,928

- Percentage of Budget: 15%

Departmental Budget Description:

Under the direction of a City employed Finance Director, this department is responsible for all of the accounting, budgeting, purchasing and revenue collection functions of the City of Dunwoody. Additionally, this department handles IT services, marketing and human resources for the City. Lastly, this department provides administrative support to the City Manager, City Clerk and Municipal Court.

New Positions Requested: None

Expenditure Requests of Interest:

1. **Financial Management System:** Total cost of approximately $240,000 to be financed over a 3 year period. First year cost is approximately $80,000. This package of software modules will automate the accounting, budgeting, purchasing and work order systems for the City of Dunwoody.

2. **Outsourcing:** Through a competitive bid process, the City hired Calvin, Giordano and Associates to staff the Finance and Administration Department and provide web site ($50,000) design and maintenance services.

FINANCE AND ADMINISTRATION

	REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES	
REGULAR EMPLOYEES	$ 115,000
OVERTIME	$ -
TOTAL PERS SVCS-SALARIES & WAGES	**$ 115,000**
PERSONNEL SVCS-EMPLOYEE BENEFITS	
GROUP INSURANCE - HEALTH	$ 10,000
GROUP INSURANCE - DISABILITY	$ 600
GROUP INSURANCE - DENTAL	$ 3,800
GROUP INSURANCE - LIFE	$ 1,200
GROUP INSURANCE - VISION	$ 1,200
FICA	$ 7,130
MEDICARE	$ 1,668
RETIREMENT CONTRIBUTIONS	$ 13,800
FEDERAL UNEMPLOYMENT INSURANCE TAX	$ -
STATE UNEMPLOYMENT INSURANCE TAX	$ 230
WORKER'S COMPENSATION	$ 600
TOTAL PERS SVCS - EMPLOYEE BENEFITS	**$ 40,228**
TOTAL PERSONNEL COSTS	**$ 155,228**
PURCHASED PROF & TECH SVCS	
PROF SERV.-SOFTWARE & LIC	$ 5,000
PROF SERV.-OTHER	$ 10,000
INSURANCE OTHER THAN EMP. BEN	$ -
PROFESSIONAL SERVICES - CALVIN, GIORDANO AND ASSOCIATES	$ 1,757,900
TOTAL PURCHASED PROF & TECH SVCS	**$ 1,772,900**
PURCHASED PROPERTY SVCS	
OTHER PURCHASED SVCS	
MOBILE COMMUNICATIONS	$ 1,800
PRINTING & BINDING	$ 2,500
POSTAGE	$ 25,000
TRAVEL	$ 1,000
DUES & FEES	$ 500
EDUCATION & TRAINING	$ 500
HOSPITALITY	$ -
TOTAL OTHER PURCHASED SVCS	**$ 31,300**
SUPPLIES	
GENERAL SUPPLIES & MATERIAL	$ 20,000
OFFICE SUPPLIES	$ 7,500
BOOKS & PERIODICALS	$ 1,000
SMALL EQUIPMENT	$ 2,000
MISCELLANEOUS	$ 1,000
TOTAL SUPPLIES	**$ 31,500**
CAPITAL OUTLAY	
FURNITURE.	$ -
COMPUTER EQUIPMENT	$ 80,000
EQUIPMENT	$ -
TOTAL CAPITAL OUTLAY	**$ 80,000**
TOTAL ALL EXPENDITURES	**$ 2,070,928**

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

MUNICIPAL COURT

FY 2009 Budget Request: $227,927

- Percentage of Budget: 2%

Departmental Budget Description:

Under the direction of a City employed Municipal Court Clerk, this department is responsible for the operations of the Municipal Court. The Court will dispose of cases related to traffic violations, municipal code violations, shoplifting and DUI offenses. The Municipal Court Judge and Solicitors will work in concert with the Clerk to efficiently run the court with the highest level of customer service.

New Positions Requested: None

Expenditure Requests of Interest:

1. **Court Management System:** Total cost of approximately $50,000 to be financed over a 3 year period. First year cost is approximately $17,000. This software package will integrate with the Financial Management System and Police Records Management System to automate and account for the business of the Municipal Court.

MUNICIPAL COURT CLERK

		REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES		
REGULAR EMPLOYEES	$	58,000
OVERTIME	$	-
TOTAL PERS SVCS-SALARIES & WAGES	**$**	**58,000**
PERSONNEL SVCS-EMPLOYEE BENEFITS		
GROUP INSURANCE - HEALTH	$	10,000
GROUP INSURANCE - DISABILITY	$	600
GROUP INSURANCE - DENTAL	$	3,800
GROUP INSURANCE - LIFE	$	1,200
GROUP INSURANCE - VISION	$	1,200
FICA	$	3,596
MEDICARE	$	841
RETIREMENT CONTRIBUTIONS	$	6,960
FEDERAL UNEMPLOYMENT INSURANCE TAX	$	-
STATE UNEMPLOYMENT INSURANCE TAX	$	230
WORKER'S COMPENSATION	$	600
TOTAL PERS SVCS - EMPLOYEE BENEFITS	**$**	**29,027**
TOTAL PERSONNEL COSTS	**$**	**87,027**
PURCHASED PROF & TECH SVCS		
PROF SERV.-SOFTWARE & LIC	$	5,000
PROF SERV.-OTHER	$	7,500
INSURANCE OTHER THAN EMP. BEN	$	-
CONTRACT LABOR - JUDGES	$	40,000
CONTRACT LABOR - SOLICITORS	$	50,000
TOTAL PURCHASED PROF & TECH SVCS	**$**	**102,500**
PURCHASED PROPERTY SVCS		
OTHER PURCHASED SVCS		
MOBILE COMMUNICATIONS	$	900
PRINTING & BINDING	$	5,000
POSTAGE	$	5,000
TRAVEL	$	1,000
DUES & FEES	$	750
EDUCATION & TRAINING	$	750
HOSPITALITY	$	-
TOTAL OTHER PURCHASED SVCS	**$**	**13,400**
SUPPLIES		
GENERAL SUPPLIES & MATERIAL	$	2,000
OFFICE SUPPLIES	$	2,000
BOOKS & PERIODICALS	$	2,500
SMALL EQUIPMENT	$	500
MISCELLANEOUS	$	1,000
TOTAL SUPPLIES	**$**	**8,000**
CAPITAL OUTLAY		
FURNITURE.	$	-
COMPUTER EQUIPMENT	$	17,000
EQUIPMENT	$	-
TOTAL CAPITAL OUTLAY	**$**	**17,000**
TOTAL ALL EXPENDITURES	**$**	**227,927**

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

POLICE

FY 2009 Budget Request: $5,674,929

- Percentage of Budget: 42%

Departmental Budget Description:

The Police Department provides a full range of public safety services to protect and serve the City of Dunwoody. The FY 2009 Budget contains a number of one time expense items to provide the Department with all of the equipment and vehicles necessary to run a first class Police Department.

Positions Requested: 48

Expenditure Requests of Interest:

1. **Vehicles:** Total cost of approximately $1,250,000 to be financed over a 5 year period. First year cost is approximately $250,000. These vehicles will encompass the entire fleet for the City and each sworn officer will be provided a take home vehicle. The purpose of the take home program is to assist the department in recruiting the best personnel and take home programs have been proven over time to extend the life of vehicles.
2. **Records Management System:** Total cost of approximately $150,000 to be financed over a 3 year period. First year cost is approximately $50,000. This records management system will automate the ticketing and records management system for the Police Department. The ultimate benefit of this

software package is the ability for officers to remain on the road instead of spending time at the Police Station filling out necessary paperwork.

3. **Intergovernmental Agreement with DeKalb County:** Total cost of approximately $1,290,000 to be paid in monthly installments of $430,000 for police services during the transition period while the City of Dunwoody prepares to stand up a Police Department on April 1, 2009.
4. **Rent:** The Police Department will be paying approximately $180,000 in rent for appropriate office space for the Department.
5. **Recruitment Costs:** The City has budgeted $60,000 to pay for the costs of recruiting, testing and conducting background checks on the hundreds of candidates the City will consider to fill the 48 positions in the Department.
6. **First Time Costs:** The City will spend approximately $1,800,000 in one time expenditures to prepare to begin providing police services on April1, 2009. There should be a significant drop in expenses in FY 2010 for this Department.

POLICE

	REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES	
REGULAR EMPLOYEES	$ 2,000,100
OVERTIME	$ 200,010
TOTAL PERS SVCS-SALARIES & WAGES	**$ 2,200,110**
PERSONNEL SVCS-EMPLOYEE BENEFITS	
GROUP INSURANCE - HEALTH	$ 270,000
GROUP INSURANCE - DISABILITY	$ 27,000
GROUP INSURANCE - DENTAL	$ 90,000
GROUP INSURANCE - LIFE	$ 54,000
GROUP INSURANCE - VISION	$ 54,000
FICA	$ 136,407
MEDICARE	$ 31,902
RETIREMENT CONTRIBUTIONS	$ 264,013
FEDERAL UNEMPLOYMENT INSURANCE TAX	$ 8,505
STATE UNEMPLOYMENT INSURANCE TAX	$ 10,328
WORKER'S COMPENSATION	$ 40,000
TOTAL PERS SVCS - EMPLOYEE BENEFITS	**$ 986,154**
TOTAL PERSONNEL COSTS	**$ 3,186,264**
PURCHASED PROF & TECH SVCS	
PROF SERV.-SOFTWARE & LIC	$ 10,000
PROF SERV.-OTHER	$ 67,500
INSURANCE OTHER THAN EMP. BEN	$ -
IGA FOR DEKALB POLICE SERVICES	$ 1,290,000
TOTAL PURCHASED PROF & TECH SVCS	**$ 1,367,500**
OTHER PURCHASED SVCS	
R&M-VEHICLES	$ 15,000
R&M-EQUIPMENT	$ 5,000
MOBILE COMMUNICATIONS	$ 10,000
PRINTING & BINDING	$ 5,000
POSTAGE	$ 5,000
TRAVEL	$ 10,000
DUES & FEES	$ 5,000
EDUCATION & TRAINING	$ 10,000
HOSPITALITY	$ 2,500
RADIOS	$ 75,000
RENT	$ 180,000
GASOLINE	$ 83,125
TOTAL OTHER PURCHASED SVCS	**$ 405,625**
SUPPLIES	
GENERAL SUPPLIES & MATERIAL	$ 46,495
OFFICE SUPPLIES	$ 20,000
BOOKS & PERIODICALS	$ 10,000
SMALL EQUIPMENT	$ 5,000
MISCELLANEOUS	$ 1,000
UNIFORMS/PERSONAL EQUIPMENT	$ 172,840
TOTAL SUPPLIES	**$ 255,335**
CAPITAL OUTLAY	
AUTOMOBILE LEASE/PURCHASE	$ 250,000
FURNITURE	$ 40,000
COMPUTER EQUIPMENT	$ 50,000
EQUIPMENT	$ 120,205
TOTAL CAPITAL OUTLAY	**$ 460,205**
TOTAL ALL EXPENDITURES	**$ 5,674,929**

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

PUBLIC WORKS

FY 2009 Budget Request: $1,889,889

- Percentage of Budget: 14%

Departmental Budget Description:

The Public Works Department is responsible for the maintenance and improvements of the road and sidewalk networks, the maintenance and operation of city parks and right of ways and the operation and maintenance of the storm water collection system.

Positions Requested: None

Expenditure Requests of Interest:

1. **Infrastructure Improvements:** Approximately $1,100,000 is anticipated to be spent on the maintenance and improvements of the city's infrastructure. Repairs to sidewalks, potholes, curbs and traffic signals are planned and funded in this budget. Additionally, $300,000 is set aside for future capital improvement projects.
2. **Storm Water Utility Setup:** The City will be engaging in the process of setting up a storm water utility in FY 2009. The FY 2010 budget will separately budget for the operation and maintenance of the storm water collection system.
3. **Outsourcing:** Through a competitive bid process, the City hired Lowe Engineers to staff the Public Works Department.

PUBLIC WORKS

	REQUESTED 2009
PERSONNEL SVCS-SALARIES & WAGES	
REGULAR EMPLOYEES	$ -
OVERTIME	$ -
TOTAL PERS SVCS-SALARIES & WAGES	$ -
PERSONNEL SVCS-EMPLOYEE BENEFITS	
GROUP INSURANCE - HEALTH	$ -
GROUP INSURANCE - DISABILITY	$ -
GROUP INSURANCE - DENTAL	$ -
GROUP INSURANCE - LIFE	$ -
GROUP INSURANCE - VISION	$ -
FICA	$ -
MEDICARE	$ -
RETIREMENT CONTRIBUTIONS	$ -
RETIREMENT CONTRIBUTIONS - MATCHING	$ -
FEDERAL UNEMPLOYMENT INSURANCE TAX	$ -
STATE UNEMPLOYMENT INSURANCE TAX	$ -
WORKER'S COMPENSATION	$ -
TOTAL PERS SVCS - EMPLOYEE BENEFITS	$ -
TOTAL PERSONNEL COSTS	$ -
PURCHASED PROF & TECH SVCS	
PROF SERV.-SOFTWARE & LIC	$ -
PROF SERV.-OTHER	$ -
INSURANCE OTHER THAN EMP. BEN	$ -
PROFESSIONAL SERVICES - LOWE ENGINEERS	$ 772,889
PARKS AND RECREATION MAINTENANCE	$ 167,000
COMPREHENSIVE TRANSPORTATION PLAN	$ 10,000
STREET MAINTENANCE	$ 75,000
TRAFFIC SIGNALS	$ 208,000
MISCELLANEOUS DESIGN SERVICES	$ 10,000
SIDEWALK REPAIR	$ 5,000
CURB REPLACEMENT	$ 5,000
POT HOLE REPAIR	$ 175,000
PAVING	$ 100,000
SIGNS	$ 10,000
SAND/SALT SPREADING	$ 25,000
TOTAL PURCHASED PROF & TECH SVCS	$ 1,562,889
PURCHASED PROPERTY SVCS	
OTHER PURCHASED SVCS	
MOBILE COMMUNICATIONS	$ -
PRINTING & BINDING	$ 2,500
POSTAGE	$ 5,000
TRAVEL	$ 500
DUES & FEES	$ -
EDUCATION & TRAINING	$ 500
HOSPITALITY	$ -
TOTAL OTHER PURCHASED SVCS	$ 8,500
SUPPLIES	
GENERAL SUPPLIES & MATERIAL	$ 10,000
OFFICE SUPPLIES	$ 2,500
BOOKS & PERIODICALS	$ 500
SMALL EQUIPMENT	$ 2,000
MISCELLANEOUS	$ 1,000
ADVERTISING	$ 2,500
TOTAL SUPPLIES	$ 18,500
CAPITAL OUTLAY	
FURNITURE.	$ -
COMPUTER EQUIPMENT	$ -
EQUIPMENT	$ -
MISCELLANEOUS CONSTRUCTION PROJECTS	$ 300,000
TOTAL CAPITAL OUTLAY	$ 300,000
TOTAL ALL EXPENDITURES	$ 1,889,889

City of Dunwoody Fiscal Year 2009 Budget

Departmental Summary Sheet

NON-DEPARTMENTAL

FY 2009 Budget Request: $1,643,050

- Percentage of Budget: 12%

Departmental Budget Description:

This budget includes all of the City's start up costs, the contingency fund ($500,000), rent for city facilities and interest on our Tax Anticipation Note ($80,000). It is estimated that there are approximately $900,000 in one-time costs in this budget that will not be included in the FY 2010 budget submittal.

Positions Requested: None

Expenditure Requests of Interest: See Above

NON-DEPARTMENTAL

	REQUESTED 2009
PURCHASED PROF & TECH SVCS	
PROPERTY VALUATION CONTRACT	$ 60,000
INSURANCE-PROPERTY& LIABILITY	$ 72,000
TOTAL PURCHASED PROF & TECH SVCS	**$ 132,000**
PURCHASED PROPERTY SVCS	
OTHER PURCHASED SVCS	
CITY HALL RENT-TEMPORARY FACILITIES - 2008	$ 6,000
CITY HALL RENT-TEMPORARY FACILITIES - 2009	$ 20,000
CITY HALL RENT-PERMANENT FACILITIES	$ 166,250
PCID UTILITIES	$ 60,000
PROF SVCS -OTHER	$ 519,900
COMMUNICATIONS	$ 27,600
CONTRACTUAL SERVICES	$ 26,000
COST OF FUNDS	$ 1,800
TOTAL OTHER PURCHASED SVCS	**$ 827,550**
SUPPLIES	
OFFICE SUPPLIES	$ 3,500
TOTAL SUPPLIES	**$ 3,500**
CAPITAL OUTLAY	
CITY HALL FURNITURE	$ 100,000
TOTAL CAPITAL OUTLAY	**$ 100,000**
DEBT SERVICE	
INTEREST ON TAN	$ 80,000
TOTAL DEBT SERVICE	**$ 80,000**
CONTINGENCY	
CONTINGENCY	$ 500,000
TOTAL CONTINGENCY	**$ 500,000**
TOTAL ALL EXPENDITURES	**$ 1,643,050**

City of Dunwoody Fiscal Year 2009 Budget

Summary Sheet

HOTEL-MOTEL TAX FUND

FY 2009 Budget Request: $512,550

- Percentage of Budget: 100%

Departmental Budget Description:

The Hotel-Motel Tax, as adopted by Mayor and Council sets a rate of 5% for lodging in the City of Dunwoody. By statute, the City may retain the portion of the tax revenue at the 3% rate for use in the General Fund and must remit the additional 2% of the tax revenue into a dedicated fund for tourism related purposes.

Positions Requested: None

Expenditure Requests of Interest:

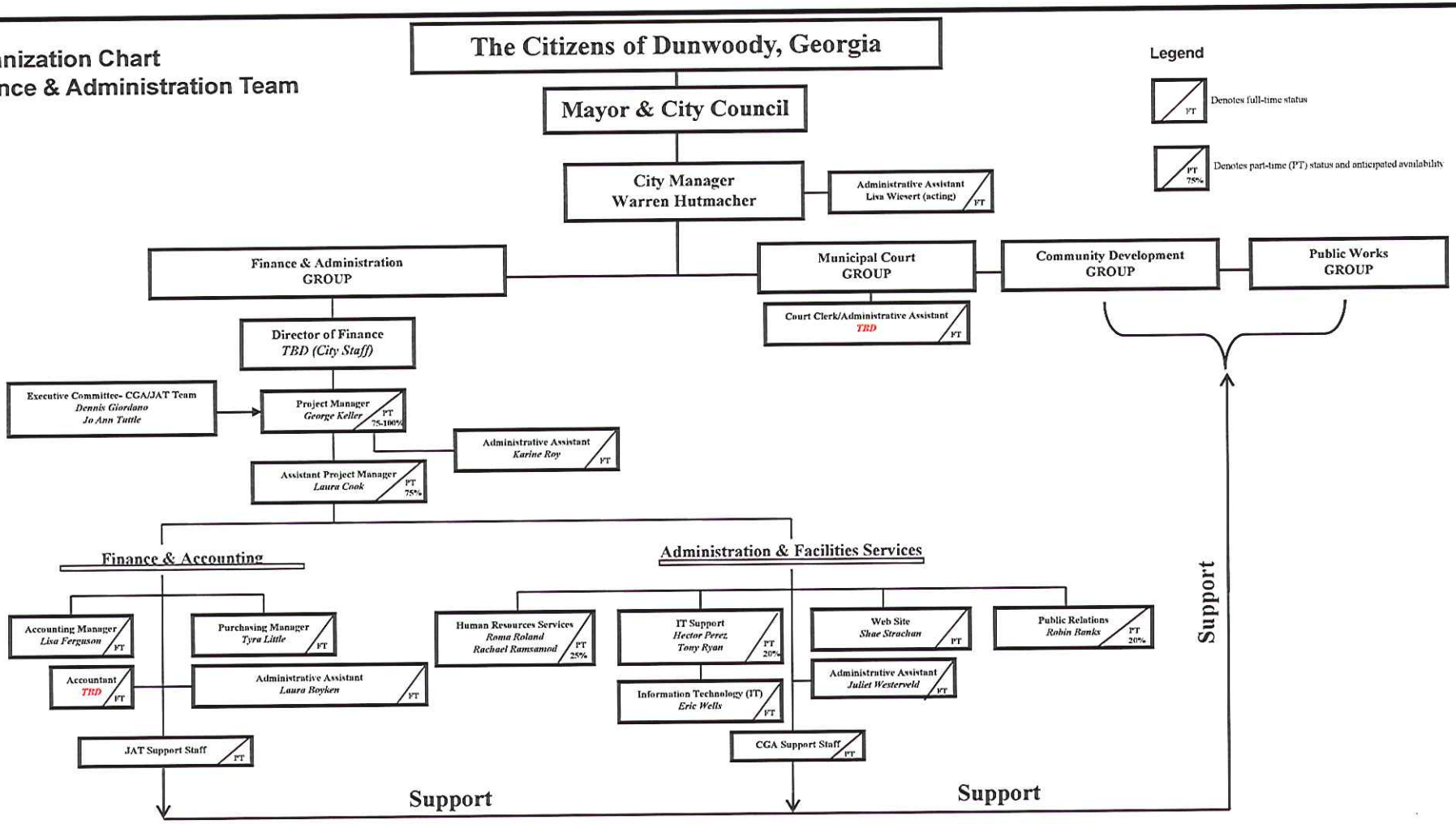
1. **2% Revenue from Hotel/Motel Tax:** Staff is recommending that the $512,550 in revenue generated from the 2% portion of the Hotel/Motel Tax be placed in a Hotel/Motel Tax Fund and reserved for possible future use for tourism related expenditures, as allowed under Georgia law.

City of Dunwoody Fiscal Year 2009 Budget

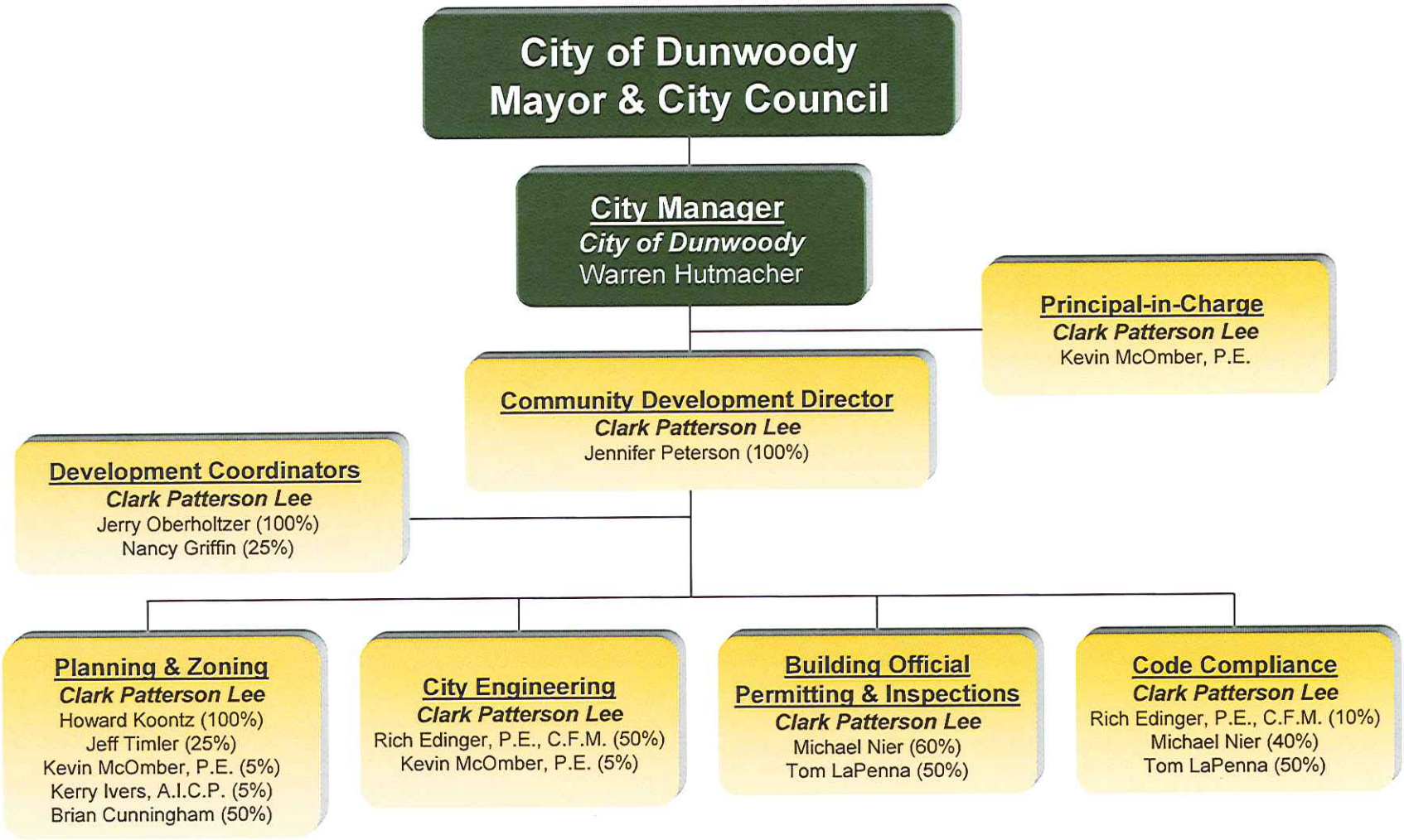
APPENDIX:

1) Organizational Charts:
    a. Finance and Administration
    b. Community Development
    c. Police Department
    d. Public Works
2) Police Department Additional Information:
    a. Salary Assumptions

Organization Chart
Finance & Administration Team

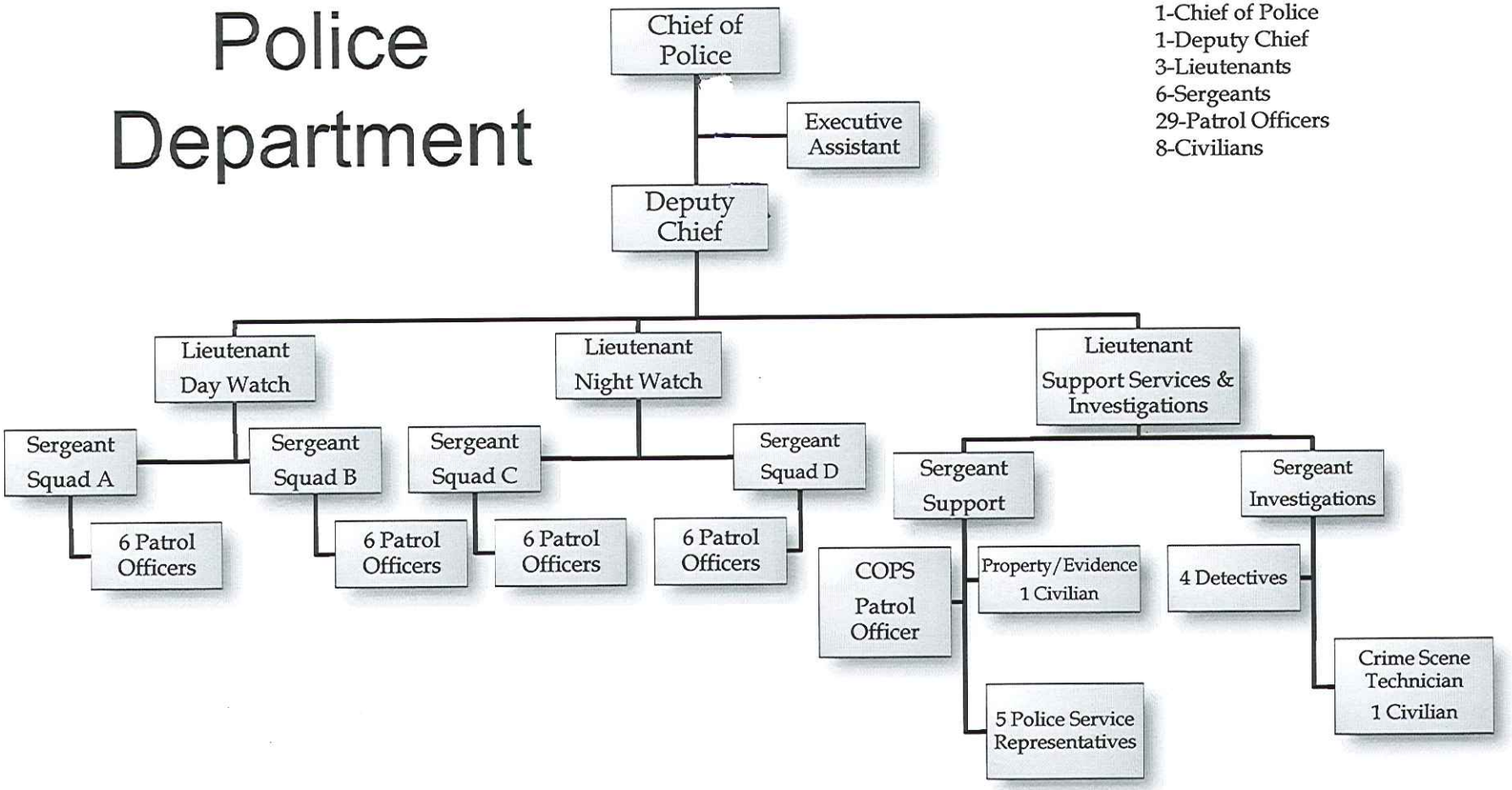


Revised December 12, 2008



Community Development Department – Exhibit B

Dunwoody Police Department



1-Chief of Police
1-Deputy Chief
3-Lieutenants
6-Sergeants
29-Patrol Officers
8-Civilians

Proposed Organizational Chart

LOWE ENGINEERS

Public Works City Services - Dunwoody, GA

Organizational Chart

Revised December 16, 2008

Richard Meehan, PE (100%)
Public Works Director

24 Hour On Call Staff
Richard Meehan, PE
Chris Owens, PE
Chuck Davis, PE
Alex Hoeflich, PE
Nathan Laird, EIT
David Brenning, EIT
Andrew Thompson, EIT

Chris Owens, PE (11%)
Deputy Public Works Director

Chuck Davis, PE (23%)
Deputy Public Works Director

Jada Drysdale (100%)
Admin Support

Parks and Recreation

Maintenance
Roadworx
Lou Earhrdt

Scheduling/Operations
Jada Drysdale

Planning/Programming
Chris Owens, PE

Stormwater

Maintenance
Roadworx
Lou Earhrdt

Engineering
Jim Seeba, PE (11%)

Stormwater Utility Development
Jim Seeba, PE

Capitol Planning

Inventory/Assesment
IMS
Stephen J Smith, PE

Planning/Programming
Cedric Clark (11%)
Garrin Coleman, PE (11%)

Comprehensive Transportation Plan
Cedric Clark,
Garrin Coleman, PE
Alex Hoeflich, PE

Roads/Streets Traffic

Maintenance

Roads, Signs & Lighting
Roadworx
Lou Earhrdt

Major Repairs
Blount Construction
Randall Popham

Traffic Signal
Control Specialists
Kenneth W Tharpe
Roadworx

Engineering

Traffic Engineering
Alex Hoeflich, PE (11%)

Utility/Right of Way Coordination/Permits
Andrew Thompson (11%)

Roadway & Sidewalk
Nathan Laird (4%)
David Brenning (5%)
Rafael Lawrence (5%)
Barrett Speir (4%)
Stephanie Box (4%)

Lowe Engineers, LLC ◆ phone:770.857.8400 ◆ fax: 770.857.8401

Dunwoody Police Department Budgeted Salary Chart
for Budget Assumption Purposes Only

FTE	Salary	Position
1	112,344	Chief
1	79,956	Deputy Chief
3	70,000	Lieutenant
6	58,000	Sargeant
25	46,000	Patrol Officer
4	48,000	Detective
1	38,004	Crime Scene Tech.
1	33,000	Property/Evidence Tech.
5	32,001	Administrative
1	42,000	Executive Assistant

STATE OF GEORGIA
COUNTY OF DEKALB **ORDINANCE 2009-XX-XX**

AN ORDINANCE AUTHORIZING, AMONG OTHER THINGS,
THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE

WHEREAS, the City of Dunwoody (the "City") has been duly created and is validly existing as a municipal corporation of the State of Georgia; and

WHEREAS, the Mayor and City Council are charged with the duties of contracting debts and managing the affairs of the City (the "Governing Body"); and

WHEREAS, the Governing Body of the City has determined that it is in the best interest of the City to borrow money to pay current expenses of the City for calendar year 2009 in anticipation of the receipt of taxes levied or to be levied for its general fund (the "General Fund"); and

WHEREAS, the City is authorized by the Constitution and laws of the State of Georgia to borrow money to pay current expenses during any calendar year and to evidence such loan by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for expenses payable in such calendar year; and

WHEREAS, the City proposes to issue its tax anticipation note to pay the current expenses of the City to evidence a non-revolving line of credit in an amount up to $6,000,000 (the "Authorized Amount"); and

WHEREAS, said tax anticipation note shall be sold to SunTrust Bank (the "Purchaser"); and

WHEREAS, the tax anticipation note shall bear interest from the date and at the rate per annum hereinafter set forth and interest shall be payable quarterly on March 31, 2009, June 30, 2009, September 30, 2009 and December 31, 2009;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City and it is hereby ordained by authority of the same, as follows:

Section 1. Findings. The Governing Body hereby finds and determines as follows: (a) there are no other temporary loans or other contracts, notes, warrants or obligations for current expenses which have been issued by the City in calendar year 2009; (b) the aggregate principal amount of the tax anticipation note herein authorized does not exceed 75% of the total gross income from taxes which would have been collected by the City in calendar year 2008 if the City had been in existence during all of calendar year 2008; (c) the tax anticipation note herein authorized, together with other contracts, notes, warrants or obligations of the City for current expenses in calendar year 2009 do not exceed the total anticipated tax revenues of the City for calendar year 2009; (d) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2008 or any prior calendar year remains unpaid as of the date hereof; (e) the money authorized to be borrowed will become part of the general revenues of the City and deposited into the General Fund; and (f) a need exists for the

City to borrow up to the Authorized Amount to pay current expenses of the City in calendar year 2009 prior to the receipt of sufficient revenues from taxes levied or to be levied for 2009.

Section 2. Authorization of Note. There is hereby authorized to be issued a tax anticipation note of the City to evidence a non-revolving line of credit in a principal amount of up to the Authorized Amount which shall be designated "City of Dunwoody, Georgia Tax Anticipation Note, Series 2009" (the "Note"). The Note shall be dated as of the date of delivery thereof to the Purchaser; shall be payable as to principal and interest in lawful money of the United States of America; and shall mature on December 31, 2009. The Note shall be issued in the form of an individual fully registered note, registered in the name of the Purchaser. The Note shall bear interest at a monthly variable rate of Libor Rate plus 0.90% per annum and shall contain the other terms set forth in the form of Note incorporated herein. The execution and delivery of the Note to the Purchaser is hereby authorized.

The Note shall be executed by the manual signature of the Mayor and by the manual or facsimile signature of the City Manager, and the corporate seal of the City shall be impressed or imprinted thereon after January 1, 2009. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid note of the City and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the City when the Note shall be actually delivered. The Mayor is authorized to request advances on the Note from time to time on behalf of the City.

Section 3. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Note shall be conclusive evidence of such approval.

Section 4. Tax Revenues Used to Repay Note. The City agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the City from taxes levied or to be levied for calendar year 2009 and other funds available for such purpose.

Section 5. Approval of Tax Documents. The Mayor is hereby authorized to execute on behalf of the City a Tax and Non-Arbitrage Certificate to assure the Purchaser that the interest on the Note will remain excludable from gross income for federal income tax purposes and that the proceeds of the Note will not be used in a manner which would result in the Note being an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the regulations of the United States Treasury currently in effect or proposed with respect thereto.

Section 6. General Authority. From and after the date of adoption of this resolution, the Mayor and other officers of the City are hereby authorized to do such acts and things, and to execute and deliver such certificate or any agreements as may be necessary or desirable in connection with the issuance of the Note. All actions of the Governing Body, officers or agents

of the City taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

Section 7. Bank Qualification. The Mayor is hereby authorized on behalf of the City to designate the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Effective Date. This ordinance shall be in full force and effect immediately upon its adoption, and any and all ordinances or parts of ordinances in conflict with this ordinance shall be, and they are, to the extent of such conflict, hereby repealed.

SO ADOPTED AND APPROVED by the Governing Body of the City on the ___ day of _____, 2009.

CITY OF DUNWOODY, GEORGIA

(SEAL) By: _____
Ken Wright, Mayor

Attest: _____
Joan C. Jones, Acting City Clerk

Approved as to Form and Content:

_____
Brian Anderson, City Attorney

STATE OF GEORGIA
COUNTY OF DEKALB **ORDINANCE 2009-XX-XX**

Exhibit "A"

FORM OF NOTE

January 5, 2009 $6,000,000

UNITED STATES OF AMERICA
STATE OF GEORGIA

CITY OF DUNWOODY, GEORGIA

TAX ANTICIPATION NOTE,
SERIES 2009

The City of Dunwoody (the "City"), a municipal corporation of the State of Georgia, for value received, promises to pay on December 31, 2009, to SunTrust Bank (the "Lender"), or registered assigns, the principal sum of

SIX MILLION AND NO/100 DOLLARS,

or so much thereof as is advanced and outstanding hereunder, if less, and in like manner to pay interest on the outstanding principal balance hereof from time to time from the date hereof (the "Issuance Date") until this Note is paid in full, at the maturity hereof, at the Monthly LIBOR Rate (hereinafter defined) plus 0.90% per annum; provided, however, that when amounts hereunder shall be in default, this Note shall bear interest from the date of default until cured at a rate per annum equal to two percent (2%) above the rate otherwise borne hereby. Interest shall accrue on an actual/360-day basis.

Interest on this Note shall adjust on the first day of each calendar month to an amount equal to the Monthly LIBOR Rate plus 0.90% per annum. "Monthly LIBOR Rate" means the 30-Day LIBOR rate as published by Bloomberg (or other commercially available source providing quotations of BBA LIBOR as designated by the Lender from time to time) two business days prior to the first day of each month. Interest shall by payable quarterly on March 31, 2009, June 30, 2009, September 30, 2009 and December 31, 2009.

This Note is entered into on the basis that the interest hereon is not includable in the gross income of the Lender for federal income tax purposes. For purposes hereof, the following terms are defined as follows: (1) "Taxable Rate" means the rate of interest that must be applied to the principal of this Note so as to preserve the same after-tax economic yield with respect to the interest on the Note as the Lender would have had, had the interest on this Note been excludable from gross income for federal income tax purposes; (2) "Event of Taxability" means a determination by the Internal Revenue Service or any court of competent jurisdiction or a determination by bond counsel acceptable to the Lender, that the interest on this Note is includable in gross income for federal income purposes; (3) "Federal Tax Rate" means the

maximum marginal federal income tax rate applicable to corporations. Upon the occurrence of an Event of Taxability the City shall pay to the Lender a sum equal to (A) the increase in the interest on this Note when computed at the Taxable Rate, and (B) all interest, penalties and other similar charges payable by the Lender (or members of its affiliated group) to the Internal Revenue Service as a result of the Event of Taxability. The provisions of the preceding sentence shall survive the payment in full and satisfaction, cancellation and surrender of this Note.

Payment of principal and interest on this Note shall be made in immediately available funds to the Lender at its offices, or by bank wire or bank transfer, as the payee hereof shall specify. Both principal of and interest on this Note are payable in lawful money of the United States of America. This Note is prepayable in whole or in part without penalty.

This Note evidences a non-revolving line of credit in a principal amount up to $6,000,000. Advances under the line of credit in minimum amounts of $_____for the purpose of paying operating expenses of the City shall be available upon written request of the City to the Lender at least one (1) business day prior to the date of the advance. No more than ____ such requests shall be made. The Lender shall be authorized to record the date and amount of advances on the schedule of advances attached hereto.

The City shall deliver to the Lender such information as the Lender may reasonably request from time to time, including without limitation, monthly cash flow statements for the previous three months to be delivered within thirty (30) days of the end of each quarter ending March 31, 2009, June 30, 2009, September 30, 2009 and December 31, 2009. Such information shall be true, complete, and accurate.

Any transfer of this Note must be registered on the books of the City in accordance with the provisions set forth below in this Note.

This Note is issued pursuant to and in full compliance with the Constitution and the laws of the State of Georgia, and pursuant to a resolution of the Mayor and the City Council, which authorizes the execution and delivery of this Note.

This Note is issued with the intent that the laws of the State of Georgia shall govern its construction.

This Note is issued in anticipation of the receipt of taxes levied or to be levied by the City in calendar year 2009. It is hereby certified and recited that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be done or happen precedent to or in the issuance of this Note exist, have been done and have happened as required, that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies, that the City will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon, and that the total indebtedness of the City, including this Note, does not exceed the limitation prescribed by said Constitutional and statutory provisions.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by its Mayor and its seal to be impressed or imprinted hereon, this ____ day of January, 2009.

By: _____
Ken Wright, Mayor

[SEAL]

SCHEDULE OF ADVANCES
UNDER CITY OF DUNWOODY, GEORGIA
TAX ANTICIPATION NOTE, SERIES 2009

Date	Amount of Advance	Lender Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF AUTHENTICATION

The undersigned Clerk of the City of Dunwoody, Georgia, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the Ordinance duly adopted by the City of Dunwoody, Georgia at an open public meeting duly noticed and called and lawfully assembled on _____, 2009, in connection with the authorization of the up to $6,000,000 City of Dunwoody, Georgia Tax Anticipation Note, Series 2009, the original of said Ordinance being duly recorded in the Minute Book of the City Clerk, which Minute Book is in my custody and control.

WITNESS my hand and seal of the City, this ____ day of _____, 200_.

(SEAL)

_____

Joan C. Jones, Dunwoody Acting City Clerk

STATE OF GEORGIA
COUNTY OF DEKALB **RESOLUTION 2008-12-33**

A RESOLUTION TERMINATING THE MORATORIUM IN THE CITY OF DUNWOODY UPON ISSUANCE OF BUSINESS LICENSES AND ALCOHOL LICENESES

WHEREAS, the City of Dunwoody imposed a Moratorium on December 1, 2008 upon application for, or issuance of, all permits and licenses in the City of Dunwoody, including business licenses and alcohol licenses for a period of sixty (60) days; and

WHEREAS, the Mayor and City Council find it appropriate to terminate said Moratorium only upon business license and alcohol license applications and issuance, effective December 31, 2008; and

WHEREAS, the Moratorium continues to be imposed on all other permits and license applications and issuances specifically delineated in the original moratorium Resolution 2008-12-21 until the expiration of such Moratorium after sixty (60) days or if terminated earlier by City Council.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Dunwoody, Georgia that the Moratorium imposed upon business license and alcohol license applications and issuances by Resolution 2008-12-21 is hereby terminated effective December 31, 2008.

SO RESOLVED, this the 29th day of December, 2008.

Approved:

_____
Ken Wright, Mayor

ATTEST:

_____
Joan C. Jones, Acting City Clerk

STATE OF GEORGIA
COUNTY OF DEKALB

RESOLUTION 2008-12-34

A RESOLUTION ADOPTING AND APPROVING THE SCHEDULE OF FEES FOR PLANNING AND ZONING, IN THE CITY OF DUNWOODY, GEORGIA (EXHIBIT "A") AND AUTHORIZING THE MAYOR AND CITY MANAGER OR THEIR DESIGNEES TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE IMPLEMENTATION THEREOF

WHEREAS, the Charter of the City of Dunwoody authorizes the City to provide for the general health, safety and welfare of the citizens of the City; and

WHEREAS, the Charter of the City of Dunwoody further authorizes the City to provide for planning, signage and development within the City of Dunwoody; and

WHEREAS, the Mayor and City Council believe that the fee schedule attached hereto and incorporated herein as Exhibit "A" is the appropriate fee schedule for the City's Planning and Zoning functions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the City of Dunwoody, while in session on December 29, 2008, as follows:

SECTION 1. That the schedule of fees for Planning and Zoning as identified on Exhibit "A," attached hereto and incorporated herein, is hereby approved and adopted; and

SECTION 2. That the staff is hereby authorized and directed to implement the Schedule of Fees herein; and

SECTION 3. That Exhibit "A" is hereby incorporated and made a part of this resolution as if fully set forth herein.

SO RESOLVED AND EFFECTIVE, this the 29th day of December, 2008.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk
Seal

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE 2009-XX-XX

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2009 BUDGET FOR EACH FUND OF THE CITY OF DUNWOODY, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES FOR EACH FUND, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS FOR EACH FUND AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE FOR EACH FUND

WHEREAS, a proposed budget for each of the various funds of the City has been presented to the City Council by the Mayor; and

WHEREAS, an appropriately advertised public hearing has been held on the proposed Budget on December 29, 2008, as required by State law and the City Charter; and

WHEREAS, the City Council has reviewed and discussed the proposed Budget and made any changes it deemed necessary to both funding sources and appropriations; and

WHEREAS, each of the funds has a balanced Budget, such that anticipated funding sources equal or exceed proposed expenditures; and

WHEREAS, the Mayor and City Council intend to adopt an annual Operating Budget for Fiscal Year 2009, which includes the City's Capital Improvements Budget for Fiscal Year 2009.

WHEREAS, the Fiscal Year 2009 Operating and Capital Improvements Budget, and the Budget Message pursuant to the Section 5.03(a) of the City Charter have been filed in the office of the City Manager and open for public inspection.

NOW, THEREFORE, BE IT ORDAINED that the City of Dunwoody Operating and Capital Improvement Budget, as attached hereto and by this reference made a part of this Ordinance, shall be the City of Dunwoody's Fiscal Year 2009 Operating and Capital Improvements Budget; and

BE IT FURTHER ORDAINED that this Budget be and hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed as proposed expenditures are hereby appropriated to the departments named in each fund; and

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues of any fund or for any department or the establishment of capital projects other than those exceptions provided for herein shall require approval of the Mayor and Council; and

STATE OF GEORGIA
COUNTY OF DEKALB

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the City Manager or his designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY, GEORGIA this the ____ day of _____, 2009.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk
Seal

Approved as to Form and Content

_____
Brian Anderson, City Attorney

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE 2008-12-60

A ONE-READ ORDINANCE TO ADOPT THE FISCAL YEAR 2009 BUDGET FOR EACH FUND OF THE CITY OF DUNWOODY, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES FOR EACH FUND, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS FOR EACH FUND AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE FOR EACH FUND

WHEREAS, a proposed budget for each of the various funds of the City has been presented to the City Council by the Mayor; and

WHEREAS, an appropriately advertised public hearing has been held on the proposed Budget on December 29, 2008, as required by State law and the City Charter; and

WHEREAS, the City Council has reviewed and discussed the proposed Budget and made any changes it deemed necessary to both funding sources and appropriations; and

WHEREAS, each of the funds has a balanced Budget, such that anticipated funding sources equal or exceed proposed expenditures; and

WHEREAS, the Mayor and City Council intend to adopt an annual Operating Budget for Fiscal Year 2009, which includes the City's Capital Improvements Budget for Fiscal Year 2009.

WHEREAS, the Fiscal Year 2009 Operating and Capital Improvements Budget, and the Budget Message pursuant to the Section 5.03(a) of the City Charter have been filed in the office of the City Manager and open for public inspection.

WHEREAS, this Ordinance shall become effective as an Ordinance upon first reading as provided in section 2.15 of the Charter of the City of Dunwoody, Georgia.

NOW, THEREFORE, BE IT ORDAINED that the City of Dunwoody Operating and Capital Improvement Budget, as attached hereto and by this reference made a part of this Ordinance, shall be the City of Dunwoody's Fiscal Year 2009 Operating and Capital Improvements Budget; and

BE IT FURTHER ORDAINED that this Budget be and hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed as proposed expenditures are hereby appropriated to the departments named in each fund; and

STATE OF GEORGIA
COUNTY OF DEKALB

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues of any fund or for any department or the establishment of capital projects other than those exceptions provided for herein shall require approval of the Mayor and Council; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the City Manager or his designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY, GEORGIA this the 29th day of December, 2008.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk
Seal

Approved as to Form and Content

_____
Brian Anderson, City Attorney

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2009-XX-XX

AN ORDINANCE TO SET AND ADOPT THE FISCAL YEAR FOR THE CITY OF DUNWOODY, GEORGIA AS JANUARY 1 THROUGH DECEMBER 31, AND FOR OTHER PURPOSES

WHEREAS, the City of Dunwoody is required by law to annually adopt a budget to guide and direct its receipt of revenues and expenditures; and

WHEREAS, authorizing legislation set forth by the State of Georgia in Senate Bill 82 outlined in Article V, Finance and Fiscal, Section 5.01, Fiscal Year, signed by the Governor on March 25, 2008, requires that the City Council shall set the fiscal year by ordinance; and

WHEREAS, for financial and fiscal planning the City has studied options regarding the fiscal year and has determined that the January 1 through December 31 time period provides the most conducive annual cycle; and

WHEREAS, this Ordinance was first read on December 29, 2008.

NOW, THEREFORE, COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS THAT:

By passage of this ordinance, the City of Dunwoody adopts as its fiscal year January 1 through December 31.

This ordinance shall be effective immediately upon its adoption.

PASSED AN APPROVED, this _____ day of _____, 2009.

Approved:

_____
Ken Wright, Mayor

Approved as to Form and Content

_____
Brian Anderson, City Attorney

Attest:

_____
Joan C. Jones, Acting City Clerk

(Seal)

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2008-12-58

A ONE-READ ORDINANCE TO SET AND ADOPT THE FISCAL YEAR FOR THE CITY OF DUNWOODY, GEORGIA AS JANUARY 1 THROUGH DECEMBER 31 AND FOR OTHER PURPOSES

WHEREAS, the City of Dunwoody is required by law to annually adopt a budget to guide and direct its receipt of revenues and expenditures; and

WHEREAS, authorizing legislation set forth by the State of Georgia in Senate Bill 82 outlined in Article V, Finance and Fiscal, Section 5.01, Fiscal Year, signed by the Governor on March 25, 2008, requires that the City Council shall set the fiscal year by ordinance; and

WHEREAS, for financial and fiscal planning the City has studied options regarding the fiscal year and has determined that the January 1 through December 31 time period provides the most conducive annual cycle; and

WHEREAS, this Ordinance shall become effective as an Ordinance upon first reading as provided in section 2.15 of the Charter of the City of Dunwoody, Georgia.

NOW, THEREFORE, MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAIN THAT:

By passage of this ordinance, the City of Dunwoody adopts as its fiscal year January 1 through December 31.

This ordinance shall be effective immediately upon its adoption.

PASSED AN APPROVED, this 29th day of December, 2008.

Approved:

_____
Ken Wright, Mayor

Approved as to Form and Content

_____
Brian Anderson, City Attorney

Attest:

_____
Joan C. Jones, Acting City Clerk

(Seal)

STATE OF GEORGIA
COUNTY OF DEKALB **RESOLUTION 2008-12-32**

A RESOLUTION APPOINTING MUNICIPAL COURT JUDGES TO SERVE IN THE MUNICIPAL COURT OF THE CITY OF DUNWOODY

WHEREAS, the Charter of the City of Dunwoody ("City") grants the city power to establish a Municipal Court for the purpose of adjudicating violations of the Charter, Ordinances, and other violations as provided by law; and

WHEREAS, pursuant to its power under the Charter, the Mayor and Council of the City adopted an Ordinance that governs the operation of the Municipal Court of the City, recorded as Chapter 18 of the Code of the City of Dunwoody ("Code"); and

WHEREAS, the City, after conducting a search of qualified candidates, has determined that Rick Powell and Tony Del Campo are best qualified to serve as Municipal Court judges and Tim Wolfe is best qualified to serve as Municipal Court Judge Pro Tem; and

WHEREAS, Pursuant to the budget passed by the City Council, the Mayor and Council have determined that the Municipal Court Judges shall receive compensation in the amount of three hundred dollars ($300) per Session of the Municipal Court.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Dunwoody, Georgia the following:

I. That Rick Powell and Tony Del Campo are hereby appointed as Judges of the Dunwoody Municipal Court, to serve a term of four years, coinciding with the Mayor's term of office.

II. That Tim Wolfe is hereby appointed as Judge Pro Tem of the Dunwoody Municipal Court, to serve a term of four years, coinciding with the Mayor's term of office.

III. That Judges and Judge Pro Tem of the Dunwoody Municipal Court are to be compensated three hundred dollars ($300) per Session of the Municipal Court.

SO RESOLVED this, the 29th day of December, 2008.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk
(Seal)

STATE OF GEORGIA
COUNTY OF DEKALB **ORDINANCE 2009-XX-XX**

AN ORDINANCE OF THE CITY OF DUNWOODY ADOPTING THE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF DUNWOODY; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND FOR OTHER PURPOSES

THE MAYOR AND THE CITY COUNCIL FOR THE CITY OF DUNWOODY HEREBY ORDAINS AS FOLLOWS:

SECTION 1. That a certain document, three (3) copies of which are on file in the City of Dunwoody, one (1) at the office of the City Clerk and two (2) at the office of Community Development, being marked and designated as the International Property Maintenance Code, 2006 edition, as published by the International Code Council, be hereby adopted as the Property Maintenance Code of the City of Dunwoody for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the in the offices stated above are hereby referred to, adopted and made part of as if fully set out in this ordinance with the additions, insertions, deletions and changes prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised

Section 101.1 Insert "*City of Dunwoody*"

Section 103.5 Delete section and Insert "*Fees shall be as determined by the Authority having Jurisdiction and appropriately posted.* "

Section 302.4 Insert "*8 inches*"

Section 304.14 Insert "*April 1st and October 1st".*

Section 404.5 Insert "*Overcrowding Prohibited.*

(a) Bedroom requirements.

(i) *Area for sleeping purposes.* Every bedroom occupied by one occupant shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one occupant shall contain at least 50 square feet of floor area for each occupant thereof.

(ii) *Prohibited occupancy.* Kitchens and non-habitable spaces shall not be used for sleeping purposes.

(b) Overcrowding Specifications.

(i) Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of **Table 4.5** as follows:

Table 4.5

Minimum Occupancy Area Requirements			
	Minimum Area in Square Feet		
Space	**1-2 Occupants**	**3-5 Occupants**	**6 or More Occupants**
Living Room a,b Dining Room a,b Kitchen b	No Requirements No Requirements 50	120 80 50	150 100 60
Bedrooms	Shall comply with Section 3(a) of this Article.		

Note a. See paragraph (2) of this section for combined living room/dining room spaces.

Note b. See paragraph (1) of this section for limitations on determining minimum occupancy area for sleeping purposes.

(1) *Sleeping area.* The minimum occupancy area required by Table 4.5 shall not be included as sleeping area in determining minimum occupancy area for sleeping purposes. All sleeping areas shall comply with subsection(a) above.

(2) *Combined spaces.* Combined living room and dining room spaces shall comply with the requirements of Table 4.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

Section 602.3 Insert "*November 1st and April 1st*"

Section 602.4 Insert "*November 1st and April 1st*"

STATE OF GEORGIA
COUNTY OF DEKALB **ORDINANCE 2009-XX-XX**

SECTION 3. On Reserve for future use

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The City of Dunwoody hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections or subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any causes of action acquired or existing, or under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 2009.

Approved:

_____
Ken Wright, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk
Seal

Approved as to Form and Content:

_____
Brian Anderson, City Attorney

STATE OF GEORGIA
COUNTY OF DEKALB **ORDINANCE 2008-12-59**

ONE-READ ORDINANCE AUTHORIZING, AMONG OTHER THINGS,
THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE

WHEREAS, the City of Dunwoody (the "City") has been duly created and is validly existing as a municipal corporation of the State of Georgia; and

WHEREAS, the Mayor and City Council are charged with the duties of contracting debts and managing the affairs of the City (the "Governing Body"); and

WHEREAS, the Governing Body of the City has determined that it is in the best interest of the City to borrow money to pay current expenses of the City for calendar year 2009 in anticipation of the receipt of taxes levied or to be levied for its general fund (the "General Fund"); and

WHEREAS, the City is authorized by the Constitution and laws of the State of Georgia to borrow money to pay current expenses during any calendar year and to evidence such loan by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for expenses payable in such calendar year; and

WHEREAS, the City proposes to issue its tax anticipation note to pay the current expenses of the City to evidence a non-revolving line of credit in an amount up to $6,000,000 (the "Authorized Amount"); and

WHEREAS, said tax anticipation note shall be sold to SunTrust Bank (the "Purchaser"); and

WHEREAS, the tax anticipation note shall bear interest from the date and at the rate per annum hereinafter set forth and interest shall be payable quarterly on March 31, 2009, June 30, 2009, September 30, 2009 and December 31, 2009;

WHEREAS, this Ordinance shall become effective as an Ordinance upon first reading as provided in section 2.15 of the Charter of the City of Dunwoody, Georgia.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City and it is hereby ordained by authority of the same, as follows:

Section 1. Findings. The Governing Body hereby finds and determines as follows: (a) there are no other temporary loans or other contracts, notes, warrants or obligations for current expenses which have been issued by the City in calendar year 2009; (b) the aggregate principal amount of the tax anticipation note herein authorized does not exceed 75% of the total gross income from taxes which would have been collected by the City in calendar year 2008 if the City had been in existence during all of calendar year 2008; (c) the tax anticipation note herein authorized, together with other contracts, notes, warrants or obligations of the City for current expenses in calendar year 2009 do not exceed the total anticipated tax revenues of the City for calendar year 2009; (d) no temporary loan or other contract, note, warrant or other

obligation for current expenses incurred in calendar year 2008 or any prior calendar year remains unpaid as of the date hereof; (e) the money authorized to be borrowed will become part of the general revenues of the City and deposited into the General Fund; and (f) a need exists for the City to borrow up to the Authorized Amount to pay current expenses of the City in calendar year 2009 prior to the receipt of sufficient revenues from taxes levied or to be levied for 2009.

Section 2. Authorization of Note. There is hereby authorized to be issued a tax anticipation note of the City to evidence a non-revolving line of credit in a principal amount of up to the Authorized Amount which shall be designated "City of Dunwoody, Georgia Tax Anticipation Note, Series 2009" (the "Note"). The Note shall be dated as of the date of delivery thereof to the Purchaser; shall be payable as to principal and interest in lawful money of the United States of America; and shall mature on December 31, 2009. The Note shall be issued in the form of an individual fully registered note, registered in the name of the Purchaser. The Note shall bear interest at a monthly variable rate of Libor Rate plus 0.90% per annum and shall contain the other terms set forth in the form of Note incorporated herein. The execution and delivery of the Note to the Purchaser is hereby authorized.

The Note shall be executed by the manual signature of the Mayor and by the manual or facsimile signature of the City Manager, and the corporate seal of the City shall be impressed or imprinted thereon after January 1, 2009. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid note of the City and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the City when the Note shall be actually delivered. The Mayor is authorized to request advances on the Note from time to time on behalf of the City.

Section 3. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Note shall be conclusive evidence of such approval.

Section 4. Tax Revenues Used to Repay Note. The City agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the City from taxes levied or to be levied for calendar year 2009 and other funds available for such purpose.

Section 5. Approval of Tax Documents. The Mayor is hereby authorized to execute on behalf of the City a Tax and Non-Arbitrage Certificate to assure the Purchaser that the interest on the Note will remain excludable from gross income for federal income tax purposes and that the proceeds of the Note will not be used in a manner which would result in the Note being an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the regulations of the United States Treasury currently in effect or proposed with respect thereto.

Section 6. General Authority. From and after the date of adoption of this resolution, the Mayor and other officers of the City are hereby authorized to do such acts and things, and to

execute and deliver such certificate or any agreements as may be necessary or desirable in connection with the issuance of the Note. All actions of the Governing Body, officers or agents of the City taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

Section 7. Bank Qualification. The Mayor is hereby authorized on behalf of the City to designate the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Effective Date. This ordinance shall be in full force and effect immediately upon its adoption, and any and all ordinances or parts of ordinances in conflict with this ordinance shall be, and they are, to the extent of such conflict, hereby repealed.

SO ADOPTED AND APPROVED by the Governing Body of the City on December 29, 2008.

CITY OF DUNWOODY, GEORGIA

(SEAL) By: _____
Ken Wright, Mayor

Attest: _____
Joan C. Jones, Acting City Clerk

Approved as to Form and Content:

_____
Brian Anderson, City Attorney

STATE OF GEORGIA
COUNTY OF DEKALB **ORDINANCE 2008-12-59**

Exhibit "A"

FORM OF NOTE

January 5, 2009 $6,000,000

UNITED STATES OF AMERICA
STATE OF GEORGIA

CITY OF DUNWOODY, GEORGIA

TAX ANTICIPATION NOTE,
SERIES 2009

The City of Dunwoody (the "City"), a municipal corporation of the State of Georgia, for value received, promises to pay on December 31, 2009, to SunTrust Bank (the "Lender"), or registered assigns, the principal sum of

SIX MILLION AND NO/100 DOLLARS,

or so much thereof as is advanced and outstanding hereunder, if less, and in like manner to pay interest on the outstanding principal balance hereof from time to time from the date hereof (the "Issuance Date") until this Note is paid in full, at the maturity hereof, at the Monthly LIBOR Rate (hereinafter defined) plus 0.90% per annum; provided, however, that when amounts hereunder shall be in default, this Note shall bear interest from the date of default until cured at a rate per annum equal to two percent (2%) above the rate otherwise borne hereby. Interest shall accrue on an actual/360-day basis.

Interest on this Note shall adjust on the first day of each calendar month to an amount equal to the Monthly LIBOR Rate plus 0.90% per annum. "Monthly LIBOR Rate" means the 30-Day LIBOR rate as published by Bloomberg (or other commercially available source providing quotations of BBA LIBOR as designated by the Lender from time to time) two business days prior to the first day of each month. Interest shall by payable quarterly on March 31, 2009, June 30, 2009, September 30, 2009 and December 31, 2009.

This Note is entered into on the basis that the interest hereon is not includable in the gross income of the Lender for federal income tax purposes. For purposes hereof, the following terms are defined as follows: (1) "Taxable Rate" means the rate of interest that must be applied to the principal of this Note so as to preserve the same after-tax economic yield with respect to the interest on the Note as the Lender would have had, had the interest on this Note been excludable from gross income for federal income tax purposes; (2) "Event of Taxability" means a determination by the Internal Revenue Service or any court of competent jurisdiction or a determination by bond counsel acceptable to the Lender, that the interest on this Note is includable in gross income for federal income purposes; (3) "Federal Tax Rate" means the

maximum marginal federal income tax rate applicable to corporations. Upon the occurrence of an Event of Taxability the City shall pay to the Lender a sum equal to (A) the increase in the interest on this Note when computed at the Taxable Rate, and (B) all interest, penalties and other similar charges payable by the Lender (or members of its affiliated group) to the Internal Revenue Service as a result of the Event of Taxability. The provisions of the preceding sentence shall survive the payment in full and satisfaction, cancellation and surrender of this Note.

Payment of principal and interest on this Note shall be made in immediately available funds to the Lender at its offices, or by bank wire or bank transfer, as the payee hereof shall specify. Both principal of and interest on this Note are payable in lawful money of the United States of America. This Note is prepayable in whole or in part without penalty.

This Note evidences a non-revolving line of credit in a principal amount up to $6,000,000. Advances under the line of credit in minimum amounts of $_____for the purpose of paying operating expenses of the City shall be available upon written request of the City to the Lender at least one (1) business day prior to the date of the advance. No more than ____ such requests shall be made. The Lender shall be authorized to record the date and amount of advances on the schedule of advances attached hereto.

The City shall deliver to the Lender such information as the Lender may reasonably request from time to time, including without limitation, monthly cash flow statements for the previous three months to be delivered within thirty (30) days of the end of each quarter ending March 31, 2009, June 30, 2009, September 30, 2009 and December 31, 2009. Such information shall be true, complete, and accurate.

Any transfer of this Note must be registered on the books of the City in accordance with the provisions set forth below in this Note.

This Note is issued pursuant to and in full compliance with the Constitution and the laws of the State of Georgia, and pursuant to a resolution of the Mayor and the City Council, which authorizes the execution and delivery of this Note.

This Note is issued with the intent that the laws of the State of Georgia shall govern its construction.

This Note is issued in anticipation of the receipt of taxes levied or to be levied by the City in calendar year 2009. It is hereby certified and recited that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be done or happen precedent to or in the issuance of this Note exist, have been done and have happened as required, that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies, that the City will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon, and that the total indebtedness of the City, including this Note, does not exceed the limitation prescribed by said Constitutional and statutory provisions.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by its Mayor and its seal to be impressed or imprinted hereon, this ____ day of January, 2009.

By: _____
Ken Wright, Mayor

[SEAL]

SCHEDULE OF ADVANCES
UNDER CITY OF DUNWOODY, GEORGIA
TAX ANTICIPATION NOTE, SERIES 2009

Date	Amount of Advance	Lender Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF AUTHENTICATION

The undersigned Clerk of the City of Dunwoody, Georgia, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the Ordinance duly adopted by the City of Dunwoody, Georgia at an open public meeting duly noticed and called and lawfully assembled on December 29, 2008, in connection with the authorization of the up to $6,000,000 City of Dunwoody, Georgia Tax Anticipation Note, Series 2009, the original of said Ordinance being duly recorded in the Minute Book of the City Clerk, which Minute Book is in my custody and control.

WITNESS my hand and seal of the City, this ____ day of _____, 200_.

(SEAL)

_____

Joan C. Jones, Dunwoody Acting City Clerk