



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR CHEROKEE COUNTY

I. GENERAL INSTRUCTIONS

- 1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
3. For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
4. Complete one copy of the Summary of Land Use Agreements form (page 3).
5. Have the Certifications form (page 4) signed by the authorized representatives of participating local governments. Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, page 4).
6. Mail the completed forms along with any attachments to:

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Mountain Park, City of Nelson, City of Waleska and City of Woodstock.

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Airport Authority, Animal Shelter, Court Services including District Attorney, Juvenile, Family, Superior and State Courts, Development Authority, Fire/EMA/911 Operations, Health Department, Library Services, Marshal's Office/Animal Control/Ordinance Enforcement, Parks and Recreation Authority, Planning and Zoning including Land Use Planning and Zoning Administration, Public Works/Roads & Bridges, Senior Services, Sheriff's Office including Law Enforcement, Uniform Patrol and Jail Operations, Voter Registration/Elections, Water Authority.



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: AIRPORT AUTHORITY

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney *RM*

Phone number: 770-479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE Service: ANIMAL CONTROL/ANIMAL SHELTER

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
 No change.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Joint Resolution and Ordinance	Cherokee County and the cities of Ball Ground, Canton, Holly Springs, Waleska and Woodstock.	12/90 ad infinitum

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:

JOINT RESOLUTION AND ORDINANCE

BY

CHEROKEE COUNTY AND THE CITIES OF

BALL GROUND, CANTON, HOLLY SPRINGS, WALESKA, AND WOODSTOCK

The Cherokee County Commissioner and the Mayors of the Cities of Ball Ground, Canton, Holly Springs, Waleska, and Woodstock now enter into a joint Resolution and Ordinance to establish the Cherokee County-Municipal Animal Control Ordinance.

WHEREAS, State law requires all counties and cities to enact a dangerous dog control ordinance based on State specifications; and

WHEREAS, each of the participating governments in this resolution and Ordinance have separate animal control ordinances; and

WHEREAS, enforcement of the State required dangerous dog control law and enforcement of other animal control laws can be more efficiently carried out by Cherokee County acting on behalf of all of the participating governments; and

WHEREAS, enforcement by the County government will obviate the need of each government having its own animal catching equipment, truck, pens, and visiting veterinarian, as well expending administrative time; and

WHEREAS, this Resolution and Ordinance represents a unified and orderly plan for enforcement of animal control throughout the unincorporated and incorporated areas of Cherokee County; and

WHEREAS, the participating governments are in accord with the provisions of this Resolution and Ordinance and believe that it addresses general needs of the County and Cities as well as requirements specific to each; and

WHEREAS, each participating government has voted to approve of this Resolution and Ordinance as its own and to authorize the below-signed to

sign on its behalf;

NOW THEREFORE BE IT RESOLUTED, AND IT IS SO RESOLVED AND ORDAINED, by the governing authorities of Cherokee County and of the Cities of Ball Ground, Canton, Holly Springs, Waleska, and Woodstock as attached hereto and designated as the "Cherokee County-Municipal Animal Control Ordinance of 1990".

Attest this 20 day of December, 1990.

Pat Fowler
Clerk

Gene Hobgood
GENE HOBGOOD
Cherokee County Commissioner

Attest this 20th day of December, 1990.

Karen L. Jordan
Clerk

Alfred Roberts
ALFRED ROBERTS
Mayor, Ball Ground

Attest this 21 day of December, 1990.

Diana M. Threewitt
Clerk

James Cannon
JAMES CANNON
Mayor, Canton

Attest this 21st day of December, 1990.

Devin W. Swankshire
Clerk

Grady L. Payne
GRADY PAYNE
Mayor, Holly Springs

Attest this ___ day of _____, 1990.

Clerk

Bruce Waitman
BRUCE WAITMAN
Mayor, Waleska

Attest this 22nd day of October, 1990.

Valerie A. Brittr
Clerk

Evelyn W. Chambers
EVELYN CHAMBERS
Mayor, Woodstock

sign on its behalf;

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Mayor, Ball Ground

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Diana S. Shrewitt
Clerk

James Cannon
JAMES CANNON
Mayor, Canton

Attest this 21st day of December, 1990.

Lewis W. Snodgrass
Clerk

Grady C. Payne
GRADY PAYNE
Mayor, Holly Springs

Attest this _____ day of _____, 1990.

Clerk

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Mayor, Holly Springs

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Clerk

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Mayor, Waleska

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Valerie A. Brittr
Clerk

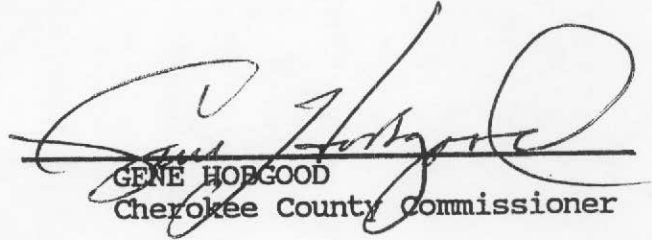
Evelyn W. Chambers
EVELYN CHAMBERS
Mayor, Woodstock

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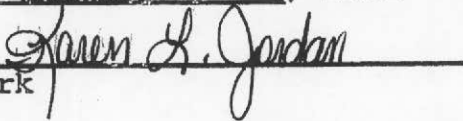
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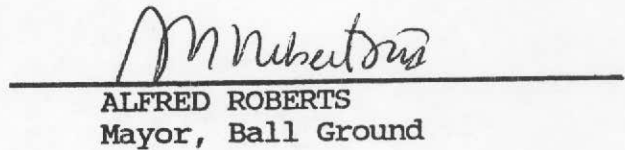
Clerk


GENE HOBGOOD
Cherokee County Commissioner

Attest this 20th day of December, 1990.

Clerk

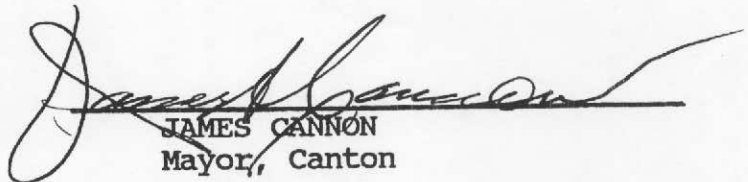

Karen L. Jordan


ALFRED ROBERTS
Mayor, Ball Ground

Attest this 21 day of December, 1990.

Clerk

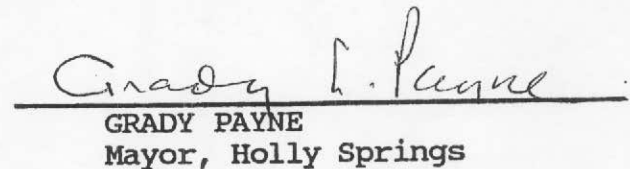

Diana D. Threewitt


JAMES CANNON
Mayor, Canton

Attest this 11th day of June, 1990.

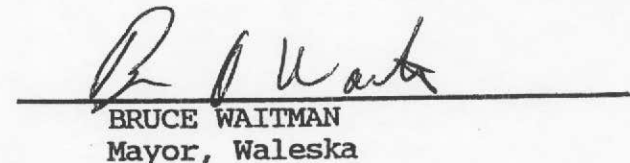
Clerk


David W. Aschbshire


GRADY PAYNE
Mayor, Holly Springs

Attest this ____ day of _____, 1990.

Clerk


BRUCE WAITMAN
Mayor, Waleska

Attest this ____ day of _____, 1990.

Clerk


EVELYN CHAMBERS
Mayor, Woodstock

CHEROKEE COUNTY-MUNICIPAL ANIMAL CONTROL ORDINANCE

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Chapter 1

Section 1. Short Title.

This Ordinance shall be known and may be cited as the Cherokee County-Municipal Animal Control Ordinance.

Chapter 2

ENFORCEMENT AND CONFLICTS

Section 1. Enforcement.

By joint agreement of the participating municipalities with the governing authority of Cherokee County, enforcement of this Ordinance shall be by the Cherokee County governing authority. Nothing in this Ordinance shall be construed to prohibit the assistance of law enforcement persons within their jurisdiction.

Where not specified, fees and costs shall be established from time to time by the governing authority of Cherokee County and posted publicly at the Cherokee County Animal Shelter. Any such moneys received in connection with the enforcement of this ordinance shall be paid to the Cherokee County governing authority.

Section 2. Conflicts.

Where there is a conflict between this Ordinance and another county or municipal ordinance, this Ordinance shall apply.

Where there is a conflict among chapters or sections within this Ordinance, the chapter or section which is more restrictive and stricter shall apply.

Definitions in one chapter of this Ordinance may be used to define other parts of this Ordinance unless the context is clear that the definition does not apply.

This Ordinance shall apply to the participating municipalities, notwithstanding the use of the word "county" instead of "city."

Chapter 3

BIRD AND WILDLIFE SANCTUARY ORDINANCE

Section 1. BIRD SANCTUARY; WILDLIFE.

(a) The entire area embracing within the corporate limits of each municipality are designated as a bird and wildlife sanctuary.

(b) It shall be unlawful to trap, hunt, molest or kill any wild bird or to rob any wild bird's nest; provided, however, if nuisance birds such as starlings are found to be congregating in such numbers in a particular locality so as to constitute a nuisance or a menace to health or property in the opinion of the Director of the Animal Control Shelter, those birds may be destroyed as humanely as possible, under appropriate supervision, in such numbers and in such manner as is deemed advisable by the Director.

(c) It shall be unlawful to trap, hunt, molest or kill any other wild game in the city except by order of the Director of the Animal Control Shelter.

Section 2. FOWL OR LIVESTOCK RUNNING AT LARGE PROHIBITED.

It shall be unlawful for any owner or person in control of any domestic fowl or livestock to allow that domestic fowl or livestock to run at large within a municipality.

Section 3. ENCLOSURES FOR FOWL.

Where the keeping of fowl is allowed pursuant to applicable zoning, any housing or enclosure used shall be well drained, free from accumulations of excrement and objectionable odors, and otherwise clean and sanitary.

Chapter 4

ANIMAL CONTROL ORDINANCE

Section 1. ANIMAL CONTROL GENERALLY.

This Ordinance shall apply to all animals, except that Chapter 5 on dangerous dogs and potentially dangerous dogs shall apply wherein those definitions apply.

Section 2. DEFINITIONS.

The following definitions shall apply where applicable to all chapters of this Ordinance and, except where more restrictive elsewhere, shall mean:

1. ABANDONMENT: It shall be unlawful to abandon any domestic animal.
2. ANIMAL: Any living organism, except a plant, bacterium or human, which can move voluntarily and have specialized sense organs, including domesticated animals and fowl.
3. ANIMAL CONTROL CENTER: Those facilities designated by the governing authority for the housing and care of animals pursuant to this ordinance.
4. ANIMAL CONTROL DEPARTMENT: The Cherokee County Animal Control Shelter.
5. BIRD SANCTUARY ORDINANCE: Chapter 3 of the Cherokee County-Municipal Animal Control Ordinance.
6. BOARD OF HEALTH: The Cherokee County Board of Health.
7. DIRECTOR: The Director of the Cherokee County Animal Control Shelter.
8. DANGEROUS DOG CONTROL ORDINANCE: Chapter 5 of the Cherokee

County-Municipal Animal Control Ordinance.

9. OWNER: The person who has title to or the right to possession of an animal, including without limitation the caretaker or custodian of any animal or any person harboring or having control of an animal.

10. SHERIFF: The Cherokee County Sheriff's Department.

11. VICIOUS ANIMAL: Any animal which constitutes a physical threat to human beings or other animals by virtue of one or more attacks of such severity as to cause property damage or physical injury. An animal is also considered to be vicious if it makes an unprovoked attack on other animals or on human beings or on physical property.

Section 3. ANIMAL CONTROL SHELTER; DIRECTOR.

A. ANIMAL CONTROL SHELTER. There is hereby created the Cherokee County Animal Control Shelter, which shall have primary responsibility for animal control and welfare in the unincorporated and incorporated parts of the County.

B. DIRECTOR. The Director of the Animal Control Shelter shall be appointed by the governing authority of Cherokee County. The Director may also be designated as the official rabies control officer for Cherokee County.

C. POWERS AND DUTIES OF THE DIRECTOR. The Director of the Animal Control Shelter shall be primarily responsible, with support from the Sheriff's Department, for the enforcement of this ordinance; and his duties shall include but not be limited to the following:

1. Responsibility for the operation of the Animal Control Shelter and the performance of such duties and the keeping of such records as the governing authority may require.

2. Cooperation with the Cherokee County Board of Health in the enforcement of rabies control regulations and of animal control directives.

3. Cooperation with the Cherokee County Humane Society through the commission of animal control and welfare.

4. Taking up and impounding animals which are in violation of this ordinance, using any and all means available which are humane in nature.

5. Keeping a record of the number, description, and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal a general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any; the date of receipt; the date and manner of disposal; the name and address of the person reclaiming or adopting; the fees and charges; the proceeds of sales received; the condition of the animal when received; any treatment administered to the animal, including any drugs, medication or appliances; the condition of

the animal when reclaimed, redeemed, adopted or purchased; and such additional records as the governing authority may require.

6. Any dog, cat, or other domestic animal injured upon the public right-of-way or diseased animal whose owner has violated the provisions of Section 3 of this ordinance, is subject to destruction by competent licensed veterinary authority or an Animal Control Officer certified to administer euthanasia on lower class animals, in that person's discretion, depending upon the extent of injury to, or disease of, such animal; or, in the alternative, if such animal is not claimed by the owner thereof within a reasonable time, in the interest of humane treatment.

D. IDENTIFICATION OF COUNTY OFFICIALS. The employees of the Animal Control Shelter, while engaged in the execution of their duties, shall wear in plain view an identification badge containing the individual's name. In the case of the Director, he shall wear in plain view a badge stating "Director, Cherokee County Animal Shelter". In the case of all employees of the Animal Control Shelter, they shall wear in plain view badges stating "Cherokee County Animal Control".

Section 4. IDENTIFICATION AND VACCINATION: DOGS.

It shall be unlawful for any owner of a dog to allow such dog to run at large without a collar which shall have attached a valid vacci-

nation tag as required by the laws of the State of Georgia, and an identification showing the name and address of the owner of said dog.

The identification tag and collar described in this section shall be worn at all times by any dog except when it is participating in a pet show or exhibit.

Any dog being shipped or transported through the County or Cities, or any dog entering the County or a City only for the purposes of a temporary stay, when such stay does not exceed fifteen (15) days, shall be exempt from licensing and collaring provisions of this ordinance, however, the same are subject to restraint provisions of this ordinance.

Section 5. RABIES INOCULATION: DOGS AND CATS.

A. It shall be unlawful for any person to keep or harbor or to allow to be kept or harbored any dog without a collar which shall have attached thereto a valid vaccination tag as required by rabies control rules and regulations of the Cherokee County Board of Health and by the laws of this state. It shall further be unlawful for any person to keep or harbor or to allow to be kept or harbored any cat without either a collar which shall have attached thereto a valid vaccination tag or proof of the vaccination readily available upon demand by the Director of the Animal Control Shelter or his agent or someone acting pursuant to his direction, said vaccination being as required by rabies control rules and regulations of the Cherokee County Board of Health and by the laws of this state.

B. Insofar as the control of rabies is concerned, this section shall be construed and enforced consistently with any rules and regu-

lation promulgated by the Cherokee County Board of Health. The Director of the Animal Control Shelter and the Sheriff of Cherokee County are authorized and directed to enforce any such rabies control rules and regulations which now or hereafter be promulgated by the Cherokee County Board of Health or this state.

C. It shall be unlawful for any person to attach a vaccination tag to any dog or cat for which it was not issued, or to remove a vaccination tag or collar from any animal without the consent of its owner or custodian.

Section 6. ABANDONMENT OR UNKNOWN OWNER: DOMESTIC ANIMALS.

No person shall put out or abandon any dog, cat, or other domestic animal on public or private property.

In the event that the owner or person in possession of an animal is unknown, and such animal is upon the streets, alleys, sidewalks, school grounds, public places, or premises of another, any law enforcement officer or agent or employee duly authorized by the County shall be authorized to take possession of such animal and impound it in accordance with the rules and regulations now or hereinafter provided by law or by ordinance of this County for the detention, control and disposition of animals impounded pursuant to this ordinance for the detention, control and disposition of animals impounded pursuant said ordinance.

Section 7. CONTROL OF ANIMALS.

A. It shall be unlawful for the owner of any animal, or anyone having an animal in his possession and custody, to allow it run at

large unattended on or about the streets and highways of the unincorporated and incorporated limits of Cherokee County, or on the property of another person, or of the person in possession of that property, except dogs being used in hunting in accordance with state game and fish department laws, rules and regulations.

B. It shall be the duty of every owner of any animal, or anyone having an animal in his possession or custody, to insure that it is enclosed by way of a fence or other enclosure or restrained by chain or leash, or in some physical manner under control by a competent person so that it cannot wander off of the real property limits of the owner, possessor or custodian except as hereinafter provided, it being the intent of this ordinance that all animals shall be prevented from leaving while unattended the real property limits of their owner, possessors or custodians thereof.

C. It shall be the duty of the owner of any animal or anyone having an animal in his possession to keep the animal under control at all times while the animal is off the real property limits of the owner, possessor or custodian. For the purposes of this section an animal is deemed under control when it is confined within a vehicle, parked or in motion, is secured by a leash or other device held by a competent person, or is properly confined within an enclosure with permission of the owner of property where enclosure is located. An animal can be under voice control only if the owner is present and if the animal is responsive to the owner.

D. No person shall tie, stake or fasten any animal within any street, alley, sidewalk or other public place or in such manner that

the animal has access to any portion of any street, alley, sidewalk or other public place.

E. Every female dog in heat shall be confined in a building or other enclosure in such manner that such female dog cannot come into contact with another animal except for planned breeding.

F. Every animal shall be restrained and controlled so as to prevent it from molesting passersby, chasing vehicles, or attacking persons or other animals.

G. The primary responsibility for the enforcement of this section shall be vested in the direction of the Animal Control Director who may call upon the County Sheriff or any sworn law enforcement officer with jurisdiction from time to time to assist him or his designates or agents in the enforcement of this section. He may, in the exercise of his authority as the Director and as the chief rabies control officer for the County, delegate the enforcement responsibilities of this section to such County employees, under his direct supervision, as he may select.

H. In the event that the owner, possessor custodian of any dog or animal is not known and the dog or animal is upon the public streets, alleys, sidewalks, school grounds, or other public places or premises, or property of another as outlined above, without the property owner's permission, as prohibited by this ordinance, upon complaint made to or information made known to the Animal Control Shelter, it shall be the duty of the Director of such shelter or his authorized representative to immediately take possession of such dog

or animal and impound it in the County animal shelter for the detention of animals. Said impoundment of an animal shall be accomplished without a breach of the peace. If the impounding officer is denied access to the animal, the officer may request assistance from the Sheriff's Department with regards to entering upon private property for purposes of enforcing this ordinance.

Once impounded, an animal shall be kept for a period of time as outlined hereinafter in this ordinance and thereafter, if the animal is not claimed by anyone after a reasonable effort has been made to locate the owner, possessor or custodian of the animal as hereinafter provided, the animal may be disposed in a humane fashion or in accordance with the rules and regulations of the State of Georgia.

Section 8. ANIMAL BITES AND BITING ANIMALS.

A. Any person having information that an animal has attacked or bitten a person shall immediately report such information to the Director of the Animal Control Shelter, or the Cherokee County Board of Health. Failure to do so shall be a violation of this ordinance.

B. In the event an animal has bitten a person, such animal shall be immediately confined at the Animal Control Shelter and segregated in isolation facilities therein, if available, for a period of ten (10) days from the date of the bite for observation; or the animal may be confined at the premises of a licensed veterinarian within Cherokee County or a City in Cherokee County for a ten (10) day observation period. The Director may also allow a vaccinated female which is nursing offspring to remain confined on the premises of the owner subject to daily inspections by the animal control officers, provided

the owner signs an agreement to any conditions placed on him.

C. It shall be unlawful for the owner or person in possession or custodian of such animal to refuse or fail to comply with the written recommendations made the Cherokee County Animal Shelter, Cherokee County Board of Health, or the rabies inspector, in any particular case.

Section 9. IMPOUNDMENT; SURRENDER; NOTICE TO OWNER.

A. Any person may take up and place with the Animal Control Shelter any animal running at large in violation this ordinance.

B. Any such person or any person in whose custody the animal may, in the meantime, be placed may deliver such animal to the Animal Control Shelter without fee or charge, or house the animal while attempting to locate and contact the owner. The Animal Control Shelter shall hold and dispose of such animal in the same manner as though such animal had been found running at large and impounded by officers of the Animal Control Shelter.

C. Upon receipt of any animal impounded wearing a tag, the Animal Control Shelter shall immediately make diligent efforts to ascertain the identity of the animal's owner and shall, within twenty-four (24) hours of receipt, telephone the owner to give notice of the impoundment. If the Animal Control Shelter shall be unsuccessful in reaching the owner by telephone, it shall send notice of this impound-

ment to the owner by mail.

Section 10. PERIOD OF IMPOUNDMENT OR CONFINEMENT.

All periods specified herein shall be deemed to commence at 12:01 a.m. of the day following the date of confinement.

Section 11. WILD ANIMALS.

A wild animal which has been captured by or placed within the custody of the Animal Control Shelter shall not be deemed impounded and need not be retained for any minimum length of time. Such animal shall be returned to a park or wild area or to some other location as may designated by the governing authority. However, if there is probable cause to believe that the animal has an owner, the notice provisions of this ordinance shall apply and the animal shall be considered impounded. The animal shall be retained for a period of five (5) days to allow redemption by the owner, at the expiration of which period the animal shall be returned to such park, wild area or place designated.

Section 12. VOLUNTARY SURRENDER.

Any animal which is voluntarily surrendered to the Animal Control Shelter shall be deemed permanently abandoned to the shelter and may be immediately adopted, destroyed or otherwise disposed as though it had been impounded.

Section 13. DISPOSITION OF IMPOUNDED ANIMALS.

A. Any animal seized or impounded under any provision of this ordinance shall be detained by the Animal Control Shelter. The officers, agents and employees of the Animal Control Shelter shall notify the owner of such animal, or if known or can be reasonable ascer-

tained, that said animal has been impounded. Said notification shall take the form of a telephone call within twenty-four (24) hours of impoundment, if the same cannot be completed, said owner shall be notified by mail. The owner of said animal impounded may, within five (5) days after the receiving of such notice, regain possession of the animal upon payment of all applicable fees specified within this section. Such redemption shall not effect any criminal liability of the owner which may exist with the respect of any violation of this ordinance, and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this ordinance.

B. Any animal not redeemed within the period specified in this section shall be considered abandoned to the Animal Control Shelter, which event all rights of ownership shall vest in the Animal Control Shelter; and the owner shall have no further claims to such animal.

C. The fees with respect to all services performed in connection with the enforcement of this ordinance shall be set by the governing authority of Cherokee County from time to time. A copy of such fee schedule shall be posted at the headquarters of the Animal Control Shelter and may be changed at any time and from time to time as determined by the governing authority.

D. The fees established and collected under this ordinance are not penalties, but are imposed for the sole purpose of defraying expenses borne by the County for animal control and welfare under this ordinance and are subject to change at any time. Said fees shall include but not be limited to the following:

1. An impounding fee;
2. A boarding fee on a per day basis;
3. A rabies inoculation fee.

Section 14. ADOPTION.

A. The Animal Control Shelter shall endeavor to locate an adopter for adoptable animals. No adoption shall become final until the termination of such impoundment or confinement. The Animal Control Shelter shall provide adoption counseling for all persons interested in adopting an animal, and no person under eighteen (18) years may adopt an animal without consent of his parent or guardian, which consent shall be in writing and delivered to the Animal Control Shelter.

B. As a condition precedent to adoption, all fees pursuant to impoundment under this ordinance shall be paid. The Director of the Animal Control Shelter or his designated agent shall have the right to refuse adoption to any person or entity, who, for any reason, in the discretion of the Director or his agent, may be deemed unsuitable as an adopter.

C. All animals adopted from the Animal Control Shelter shall be neutered; and upon actual completion of neutering, the Animal Control Shelter shall issue a receipt to the adopter which receipt shall constitute title to the animal adopted. Adoptions are not final until sterilization of the animal has been carried out; and the time allowed for adoption shall be set by the animal control officer and written on the certification, the time to be based on whether the animal is an adult or young. The animal control officer shall have the authority

to pick the animal up if the sterilization is not completed in the time period allowed.

D. No person or persons residing in the same household, nor any corporation, institute or other entity may adopt more than three (3) animals within twelve-month period.

Section 15. DESTRUCTION OF ANIMALS.

Any animal within one of the following categories may be destroyed in the discretion of the Director of the Animal Control Shelter in as humane a manner as possible.

1. Any animal not redeemed within the period specified in this ordinance and which may be reason of age, disease or injury, is not considered adoptable or otherwise placeable;

2. Any animal which is suffering excessively, without regard to whether the period of confinement designated in this ordinance has expired;

3. Any animal which presents a real danger to persons or other animals, without regard to whether the period of confinement designated in this ordinance has expired.

Section 16. ABANDONMENT OF ANY DOMESTIC ANIMAL.

It shall be unlawful for a person to abandon any domestic animal owned by him.

Section 17. INTERFERENCE WITH ANIMAL CONTROL OFFICERS.

It shall be unlawful to interfere with any animal control officer or to take or attempt to take any animal from any vehicle used to transport said animal, or to take or attempt to take any animal from

the animal control impounding areas.

Section 18. ANIMAL CREATING NUISANCES.

A. The owner of any animal which habitually barks, whines, howls or causes other objectionable noise; or which is at large, chases or runs after persons or vehicles; or which destroys or damages any property of another person; or which causes serious annoyance to a neighboring residence and interferes with reasonable use and enjoyment of his property; or which is otherwise offensive so as to create a nuisance shall be deemed to be committing an act in violation of this section.

B. Any resident of Cherokee County or a City in Cherokee County living or residing in the vicinity in which the violation and issue occurred may report the same, stating the date and the nature of the act, the name of the owner of the animal, the address of the owner of the animal and a description of the animal doing such act. The animal control officer may require such information to be in writing, signed, and sworn to before acting on it. The animal control officer shall investigate the complaint and determine whether the act complained of violated this ordinance. If determination is made in the affirmative, he shall proceed to pursue such remedies as provided for under this ordinance and state law.

Section 19. VICIOUS ANIMALS.

A. The owner of any vicious animal which is not confined in a building or secure enclosure or any person who shall release either willfully or through a failure to exercise due care or control or takes such animal out of such building or secure enclosure in such a

manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this ordinance, and said animal shall be permanently confined or humanely destroyed.

B. It shall be unlawful for any person to cause, permit, accompany or be reasonable for any vicious animal on the streets in any other public places therein, at any time, unless and in addition to the other requirements of the ordinance, such animal shall be securely muzzled from effectively prevent it from biting any person or other animal.

C. Nothing in this Chapter shall prevent separate enforcement concerning dangerous dogs and potentially dangerous dogs under this Chapter.

Section 20. CRUELTY TO ANIMALS.

A. Whoever willfully or maliciously kills, abuses, maims or disfigures any animal or willfully or maliciously administers poison to another animal or exposes any poisonous substance with intent that the same shall be take and swallowed by such animal shall be in violation of this ordinance.

B. Whoever overloads, overdrives, tortures, torments or deprives an animal or its necessary sustenance or shelter or beats, mutilates, or kills any animal or causes the same to be done, or carries in or upon vehicles or otherwise any animal in a cruel or inhumane manner shall be deemed in violation of this ordinance.

C. Whoever confines an animal and fails to supply sufficient

quantities of wholesome food and water, or who keeps any animals in any enclosure without wholesome exercise and change of air, or abandons to die any animal shall be deemed in violation of this ordinance.

D. No person shall:

1. Own, possess, keep or train any animal with the intent that such animal shall be engaged in an exhibition of fighting.

2. Build, make, maintain or keep a pit on premises owned by him or occupied by him, or allow a pit to be built, made, maintained or kept on such premises for the purpose of an exhibition of animal fighting.

3. In any manner encourage, instigate, promote or assist in an exhibition of animal fighting.

4. Charge admission, be an assistant, umpire or participant or be present as a spectator to any exhibition of animal fighting.

E. Any animal control officer shall impound any animal found to be cruelly treated.

Section 21. VIOLATION.

A. Any violation of this ordinance shall be punished as for a misdemeanor under the laws of this state. Each day's continuing violation shall be treated as a separate offense.

B. Any person violating the terms of this ordinance or rules and regulations promulgated pursuant hereto shall be punished as follows:

1. A fine not to exceed:

(a) First conviction - \$200.00;

(b) Section conviction - \$300.00;

(c) Third conviction - \$500.00;

(d) Fourth conviction or more to be determined by the Court.

2. And/or in addition to the above fine imprisonment in the County jail for a period not to exceed thirty (30) days or both.

C. The state courts of Cherokee County shall have jurisdiction of all cases arising from violation of this ordinance.

Chapter 5

Dangerous Dog Control Ordinance

Section 1. Definitions.

(a) As used in this Chapter, the term:

(1) "Dangerous dog" means any dog that, according to the records of an appropriate authority;

(A) Inflicts a severe injury on a human being without provocation on public or private property; or

(B) Aggressively bites, attacks, or endangers the safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.

(2) "Dog control officer" means an individual selected by a local government pursuant to the provisions of subsection (c) of Section 2 to aid in the administration and enforcement of the provisions of this Chapter.

(3) "Governing authority" means the governing body or official in which the legislative powers of a local government are vested.

(4) "Local government" means any county or municipality of this state.

(5) "Owner" means any natural person or any local entity, including but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dangerous dog or potentially dangerous dog within Cherokee County or a Municipality within the Cherokee County.

(6) "Potentially dangerous dog" means any dog that without provocation bites a human being on public or private property.

(7) "Proper enclosure" means an enclosure for keeping a dangerous dog or potentially dangerous dog while on the owner's property securely confined indoors or in a securely enclosure and locked pen, fence, or structure suitable to prevent the entry of younger children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

(8) "Records of an appropriate authority" means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state, or local court; or records of a dog control officer provided for in this Chapter.

(9) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.

(b) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this Chapter. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this Chapter if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

Section 2. Jurisdiction; dog control officer; animal control board or local board of health to hold hearings.

(a) Enforcement of this chapter shall be by the Cherokee County governing authority. All fines, fees, penalties, or other funds received in connection with the enforcement of this ordinance shall be paid to the Cherokee County governing authority.

(b) Hearing concerning dangerous or potentially dangerous dogs shall be carried out by the Cherokee County Animal Control Board. In the absence of a properly constituted Board, enforcement shall be through the Cherokee County Animal Control Board.

(c) The governing authority of Cherokee County shall designate an individual or individuals subject to the jurisdiction of the governing authority to carry out the duties of a dog control officer, or, with the consent of the Sheriff, the governing authority of a local government may assign the additional duties of dog control officer to a sheriff's deputy and with the consent of the Cherokee County Animal Control Board and the

rabies control officer, the governing authority of a local government may assign the additional duties of dog control officer to a rabies control officer appointed pursuant to the state law in Code Section 31-19-7. A person carrying out the duties of a dog control officer is not authorized to make arrests unless the person is a law enforcement officer having the powers to arrest.

(c) The Cherokee County Animal Control Board is designated to conduct hearings and determine matters as required in Section 4 of this Chapter. The Board is further authorized and shall have jurisdiction to conduct such hearings and determine matters provided for in Section 4.

(e) Member of the Board shall be by appointment as follows:

Two members who reside in the unincorporated part of Cherokee County shall be appointed by the governing authority of Cherokee County. The initial appointment for one member shall be for one year. the initial appointment for the other member shall be for three years. One member who resides in a Municipality in Cherokee County shall be appointed by the mayor of that Municipality. The municipal appointee shall rotate each year, with the appointment being in alphabetical order starting at the beginning of the alphabet. A Municipality may elect to give up a turn at appointment. The initial appointment shall be for two years. The membership shall elect its own chairman and vice-chairman. Administration, including provision of a secretary to take minutes at meetings, shall be provided by the governing authority of Cherokee County.

Terms shall run based on the calendar year. After the initial appointments, members shall serve three year terms. At the end of a term of appointment, a member continues in office until re-appointed or a successor is appointed.

Three members shall constitute a quorum of the membership. The governing authority of the appointing member shall appoint a member pro tempore for any case or meeting in which a regular member has a conflict of interest or can not for good reason attend.

Representation of members for all legal matters based on the carrying of of official duties shall be through the Cherokee County governing authority.

The Board may adopt rules of procedure. In the absence of such adoption, the State Administrative Procedures Act shall apply. It shall be the responsibility of the Board to tape record all open meetings. A person appearing before the Board who desires a court transcribed hearing, including for purposes for appeal, shall be responsible for the same.

Appeals from decisions of the Board shall be on the record and to the Superior Court for Cherokee County. It is the responsibility of the Board to certify the public record to the Superior Court.

Section 3. Investigations by dog control officer; notice of classification as dangerous dog.

(a) Upon receiving a report of a dangerous dog or potentially dangerous dog within a dog control officer's jurisdiction from a law enforcement agency, animal control agency, rabies control officer, the County, Board of Health, the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this ordinance.

(b) When a dog control officer classifies a dog as a dangerous dog or reclassifies a potentially dangerous dog as a dangerous dog, the dog control officer shall notify the dog's owner in writing by certified mail to

the owner's last known address of such classification or reclassification. Such notice shall be complete upon its mailing.

Section 4. Procedures for classification as dangerous dogs or potentially dangerous dogs; notice; hearing.

(a) As applied to the owners of potentially dangerous dogs, the procedures provided for in this Section must be carried out as a condition for the enforcement of the provisions of this Chapter against such owners. As applied to the owners of dangerous dogs, the procedures provided for in this Section shall not be an essential element of any crime provided for in this Chapter.

(b) When a dangerous dog or a potentially dangerous dog is classified as such, the dog control officer shall notify the dog's owner of such classification.

(c) The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail to the owner's last known address;

(2) The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog;

(3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or potentially dangerous dog;

(4) The notice shall state that the hearing, if requested, shall be before the Cherokee County Animal Control Board;

- (5) The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes under this Chapter on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and
- (6) The notice shall include a form to request a hearing before the applicable agency and shall provide specific instructions on mailing or delivering such request to the agency.

(d) When the Cherokee County Animal Control Board receives a request for a hearing as provided in subsection (c) of this Section, it shall schedule such hearing within 30 days after receiving the request. The Board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence and in addition thereto the Board shall receive such other evidence and hear such other testimony as the Board may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.

(e) Within ten days after the date of the hearing, the Board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

Section 5. Requirements for possessing dangerous or potentially dangerous dog; registration; insurance; notice to dog control officer; enforcement of chapter.

(a) It is unlawful for an owner to have or possess within Cherokee County or a Municipality within Cherokee County a dangerous dog or potentially dangerous dog without a certificate of registration issued in accordance with the provisions of this Section.

(b) Subject to the additional requirements of subsection (c) of this Section for dangerous dogs, the dog control officer shall issue a certificate of registration to the owner of such dog if the owner presents to the dog control officer or the dog control officer otherwise finds sufficient evidence of:

(1) A proper enclosure to confine the dangerous dog or potentially dangerous dog; and

(2) The posting of the premises where the dangerous dog or potentially dangerous dog is located with a clearly visible sign warning that there is a dangerous dog on the property and containing a symbol designed to inform children of the presence of a dangerous dog. The sign shall comply with regulations of the Department of Natural Resources as required pursuant to O.C.G.A. Section 4-8-25.

(c) In addition to the requirements of subsection (b) of this Section, the owner of a dangerous dog shall present to the dog control officer evidence of:

(1) A policy of insurance in the amount of at least \$15,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the dangerous dog against liability for any personal injuries inflicted by

the dangerous dog; or

(2) A surety bond in the amount of \$15,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the dangerous dog.

(d) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer within 24 hours if the dog is on the loose, is unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall also provide the dog control officer with the name, address, and telephone number of the new owner of the dog.

(e) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer if the owner is moving out of Cherokee County. The owner of a dangerous dog or potentially dangerous dog who is a new resident of the State of Georgia and Cherokee County shall register the dog as required in this Code section within 30 days after becoming a resident. The owner of a dangerous dog or potentially dangerous dog who moves from another jurisdiction to Cherokee County shall register the dangerous dog or potentially dangerous dog within ten days after becoming a resident.

(f) Issuance of a certificate of registration or the renewal of a certificate of registration by the Animal Control Officer in Cherokee County is not a warranty or guarantee that the requirements specified in subsections (b) and (c) of this section are maintained by the owner of a dangerous dog or potentially dangerous dog on a continuous basis following the date of the issuance of the initial certificate of registration or

following the date of any annual renewal of such certificate.

(g) A dog control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this ordinance. Pursuant to State law, law enforcement agencies, including that of Cherokee County and the Municipalities within Cherokee County, will cooperate with dog control officers in enforcing the provisions of this ordinance.

(h) An annual fee shall be charged to register dangerous dogs and potentially dangerous dogs as required by this ordinance. The said fee shall be as established by the Cherokee County governing authority and publicly posted at the Animal Control Shelter and shall be in addition to any regular dog-licensing fees shall be paid. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, a dog control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous dog or potentially dangerous dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this ordinance.

Section 6. Restrictions on permitting dangerous or potentially dangerous dogs to be outside proper enclosure.

(a) It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.

(b) It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and is under the restraint of a responsible person.

Section 7. Confiscation of dogs; grounds; disposition.

(a) A dangerous dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if the:

- (1) Owner of the dog does not secure the liability insurance or bond required by subsection (c) of Section 5;
- (2) Dog is not validly registered as required by Section 5;
- (3) Dog is not maintained in a proper enclosure; or
- (4) Dog is outside proper enclosure in violation of subsection (a) of Section 6.

(b) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if the dog is:

- (1) Not validly registered as required by Section 5;
- (2) Not maintained in a proper enclosure; or
- (3) Outside a proper enclosure in violation of subsection (b) of Section 6.

(c) Any dog that has been confiscated under the provisions of subsection (a) or (b) of this Section shall be returned to its owner upon the owner's compliance with the provisions of this Chapter and upon the payment of confiscation and kennelling costs set by the governing authority of Cherokee County. In the event the owner has not complied with the provisions of this Chapter within 20 days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane

manner.

Section 8. Violations; penalties.

(a) Persons violating this Ordinance are subject to State prosecution which provides as follows:

"(a) The owner of a dangerous dog who violates the applicable provisions of Code Section 4-8-25 or Code Section 4-8-26 or whose dangerous dog is subject to confiscation under subsection (a) of Code Section 4-8-27 shall be guilty of a misdemeanor of high and aggravated nature. In addition to any confinement that might be imposed for a conviction under this subsection, for the second conviction a fine of not less than \$500.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$750.00 shall be imposed.

"(b) The owner of a potentially dangerous dog who violates the applicable provisions of Code Section 4-8-25 or Code Section 4-8-26 or whose potentially dangerous dog is subject to confiscation under subsection (b) of Code Section 4-8-27 shall be guilty of a misdemeanor. In addition to any confinement that might be imposed for a conviction under this subsection, for a second conviction a fine of not less than \$150.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$300.00 shall be imposed.

"(c) If an owner who has a previous conviction for a violation of this ordinance knowingly and willfully fails to comply with the provisions of this ordinance, such owner shall be guilty of a felony if the owner's dangerous dog attacks or bites a human being under circumstances constituting another violation of this ordinance. The owner of a dangerous dog who is convicted for a violation of this subsection shall be punished by a fine of not less than \$1,000.00 nor more than \$5,000.00 or by imprisonment for not less than one nor more than five years or both by such fine and imprisonment.

"(d) An owner who knowingly and willfully fails to comply with the provisions of this ordinance shall be guilty of a felony if the owner's dangerous dog aggressively attacks and causes severe injury or death of a human being under circumstances constituting a violation of this ordinance. The owner of a dangerous dog who is convicted for a violation of this subsection shall be punished by a fine of not less than \$5,000.00 nor more than \$10,000.00 or by imprisonment for not less than one or more than \$10,000.00 or by imprisonment for not less than one or more than ten years or by both such fine and imprisonment."

(b) Any person violating this Ordinance shall be punished by a fine not to exceed \$500.00, imprisonment not to exceed 60 days, or both, for each violation.

Section 9. Liability of owner.

The owner of a dangerous dog or potentially dangerous dog shall be solely liable for any injury to or death of a person caused by such dog. Pursuant to State law, under no circumstances shall Cherokee County, a Municipality within Cherokee County or an employee or official of a local government which enforces or fails to enforce the provisions of this ordinance be held liable for any damages to any person who suffers an injury inflicted by a dog that has been identified as being a dangerous dog or potentially dangerous dog or by a dog that has been reported to the proper authorities as being a dangerous dog or potentially dangerous dog or by a dog that a local government has failed to identify as a dangerous dog or potentially dangerous dog or by a dog which has been identified as being a dangerous dog or potentially dangerous dog but has not been kept or restrained in the manner described in subsection (b) of Section 5 or by a dangerous dog or potentially dangerous dog whose owner has not maintained insurance coverage or a surety bond as required in subsection (c) of Section 5.

Chapter 6. Separability.

If any Section, sub-section, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the governing authorities of the County and the participating Municipalities to provide for separable and divisible parts and he does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Chapter 7. Repealer Provisions.

The provisions of this ordinance are in addition to and supplementary of any previously existing ordinances of Cherokee County and the Municipalities within Cherokee County and shall not be construed to repeal or supersede such previously existing ordinances, except to the extent that such previously existing ordinances or resolutions are in conflict or are inconsistent with the provisions of this Ordinance. The intent of the governing authorities is to make effective the intent, purpose and provisions herein, so that this Ordinance shall be liberally construed to be in favor of Cherokee County and the said Municipalities.

Chapter 8. Effective Date.

This Resolution and Ordinance is adopted on the date upon which it is signed by the Cherokee County governing authority, the public health, safety and general welfare demanding it.





SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE Service: BUILDING INSPECTIONS

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund
City of Canton	General Revenue Fund
City of Woodstock	General Revenue Fund
City of Holly Springs	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Cherokee County Development Regs. and State Codes	Cherokee County and the cities of Waleska and Ball Ground	11/12/92
Development Permitting and Inspections Service Delivery Strategies	Cherokee County, The City of Canton, Holly Springs & Woodstock	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

CHEROKEE COUNTY DEVELOPMENT REGULATIONS AND STATE CODES IN EFFECT.

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:

- § 8-3-55 Applicability of provisions to homeowners.
- § 8-3-56 Permits.
- § 8-3-57 Inspection.
- § 8-3-58 Fees.
- §§8-3-59 through 8-3-70 reserved.

ARTICLE F

Housing

- § 8-3-71 Housing code adopted.
- § 8-3-72 Same; definition.
- §§8-3-73 through 8-3-80 reserved.

ARTICLE G

Unsafe Buildings

- § 8-3-81 Definition of "unsafe building."
- § 8-3-82 Determination of public detriment; hearing.
- § 8-3-83 Repair if cost less than 50 percent; demolition if cost more than 50 percent.
- § 8-3-84 Prohibited use or occupancy.
- § 8-3-85 Demolition costs to become lien against property.
- § 8-3-86 Service of complaints, notices, orders.
- § 8-3-87 Emergency situations.
- § 8-3-88 Appeals.
- § 8-3-89 Penalty for violation of article.

ARTICLE A

Building

Sec. 8-3-1 Building code adopted.

There is hereby adopted by the city for the purpose of practical safeguard of persons from the hazards arising in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such building or structure, a certain code known as the Standard Building Code published by the Southern Building Code Congress International, Inc., being particularly the 1976 edition thereof and the whole thereof, save and except such portions as may be in conflict with any portion of the local amendments adopted by Cherokee County. Both the Standard Building Code of 1976 and the local amendments to that code adopted from time to time by Cherokee County are hereby adopted and incorporated in this article as fully and completely as if set out in length herein, and a copy of the Standard Building Code as well as the Cherokee County amendments shall be on file at all times in the office of the city clerk. The building inspector of Cherokee County shall also be the building inspector for the City of Canton, and his duties shall be as defined in the codes herein adopted. The provisions of this code shall be controlling in the construction,

alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such building or structure within the corporate limits of the city.

Sec. 8-3-2 Same; definition.

Whenever the word "municipality" is used in the code adopted by this article, it shall be held to mean the City of Canton. (Code 1969, Sec. 21-13)

Sec. 8-3-3 Fire limits.

The fire limits of the city shall be as shown and represented on the official fire limits map on file in the office of the city clerk. (Code 1969, Sec. 21-1)

Sec. 8-3-4 One- and two-family dwelling code adopted.

The One- and Two-Family Dwelling Code, being particularly the 1979 edition thereof, as published by the Southern Building Code Congress International, Inc., with Cherokee County amendments, and the whole thereof except such portions as are hereafter deleted, modified or amended, a copy of which has been and is now filed in the office of the city clerk, is hereby adopted and incorporated by reference as fully as if set out at length herein, and the provisions thereof shall be controlling as to all subjects therein contained, within the corporate limits, except that in the event that any of the provisions are in conflict with other provisions of this code, state law or ordinances, rules or regulations, the provisions of this code, state law or ordinances, rules or regulations shall prevail and be controlling.

Secs. 8-3-5 through 8-3-10 reserved.

**COMPREHENSIVE PLAN PERTAINING TO
DEVELOPMENT PERMITTING AND INSPECTIONS SERVICE DELIVERY STRATEGIES
FOR CHEROKEE COUNTY AND THE CITIES OF BALL GROUND AND WALESKA**

Cherokee County offers this service through the Cherokee County Building Inspections Department, issuing permits and performing all required inspections according to the Cherokee County Development Regulations and State Codes. These services are performed within the unincorporated areas of Cherokee County.

The cities of Ball Ground and Waleska do not offer the same type of services because they do not have their own Planning and Development Departments and therefore, Cherokee County performs all required inspections according to the Cherokee County Development Regulations and State Codes.

We, the undersigned agree that the Development Permitting and Inspections Service Delivery Strategies in place have proven to be an efficient and effective method of delivery and see no apparent duplication of services nor prospect for consolidation, this the 28th day of September, 1999.

M. Roberts
Mayor of City of Ball Ground
Rick Roberts

Emily M. Lemcke
Chairman of the Board of
Commissioners
Emily M. Lemcke

Attest:
Karen L. Jordan
Karen L. Jordan, City Clerk

(SEAL)
Attest:
Karen S. Huey
Karen S. Huey, County Clerk

Marguerite J. Cline
Mayor of the City of Waleska
Marguerite Cline

Attest:

Barbara McDougal, City Clerk
(City Clerk not available)


**COMPREHENSIVE PLAN PERTAINING TO
DEVELOPMENT PERMITTING AND INSPECTIONS SERVICE DELIVERY STRATEGIES
FOR CHEROKEE COUNTY AND THE CITIES OF CANTON, HOLLY SPRINGS AND
WOODSTOCK**

Cherokee County offers this service through the Cherokee County Building Inspections Department, issuing permits and performing all required inspections according to the Cherokee County Development Regulations and State Codes. These services are performed within the unincorporated areas of Cherokee County.

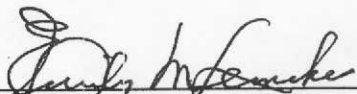
The cities of Canton, Holly Springs and Woodstock offers the same type of services through their individual Planning and Development Departments, issuing permits and performing all required inspections according to their specific Development Regulations and State Codes. These services are performed within the corporate city limits of each respective city.

Each entity's department provides these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary.

We, the undersigned agree that the Development Permitting and Inspections Service Delivery Strategies in place have proven to be an efficient and effective method of delivery, with each entity providing the service for a specific area under separate funding and see no apparent duplication of services nor prospect for consolidation, this the 28th day of September, 1999.



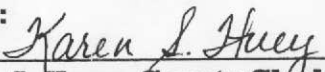
Mayor of City of Canton
Cecil Pruett




Chairman of the Board of
Commissioners
Emily M. Lemcke

Attest:-


Diana Threewitt, City Clerk

(SEAL)
Attest: 

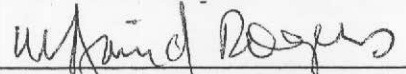
Karen S. Huey, County Clerk




Mayor of the City of Holly Springs
Paul Van Haute

Attest:


Marie Hamrick, City Clerk



Mayor of the City of Woodstock
David Rogers

Attest:


Rhonda Pezzello, City Clerk



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: Court Services including District Attorney, Juvenile, Superior & State Courts

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund
City of Ball Ground	General Revenue Fund
City of Holly Springs	General Revenue Fund
City of Woodstock	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: 770-479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: ECONOMIC DEVELOPMENT

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) CHEROKEE COUNTY DEVELOPMENT AUTHORITY
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: FIRE/EMA/911 OPERATIONS

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Funds and Special Fire District Taxes
Canton	General Revenue Funds
Mountain Park	Special Fire District Taxes
Nelson	Special Fire District Taxes
Woodstock	General Revenue Funds

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Automatic Aid Agreement	Cherokee County & City of Canton	4/1/99-1/1/00
Consolidation Agreements	Cherokee County & cities of Ball Ground, Holly Springs & Waleska	Varies
Mutual Aid Agreement	Cherokee County & City of Mountain Park	
Agreement	Cherokee County & City of Nelson	
Automatic Aid Agreement	Cherokee County & City of Woodstock	7/28/98-12/31/99

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NO CHANGE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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

AGREEMENT AID AND AUTOMATIC RESPONSE

This agreement is made and entered into this the 1st day of May 1997 by and between The City of Mountain Park and The County of Cherokee, both organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials.

WITNESSETH:

WHEREAS, The County of Cherokee and The City of Mountain Park are contiguous; and,

WHEREAS, The City of Mountain Park and The County of Cherokee each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical; and

WHEREAS, The cities of Mountain Park and Roswell have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event fire or other local emergency, and to take part in joint training exercises, and ,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid and first response, pursuant to the 1983 constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein; and for other good and valuable consideration of the parties hereunto agree as follows:

ARTICLE 1 - FIRST RESPONSE AUTOMATIC AID

Paragraph 1.0. The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as agreed upon by the Cherokee Fire Chief and The Mountain Park Fire Chief and included herein as Addendum A and hereafter referred to as "response district".

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, the cities of Mountain Park and Roswell shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, as part of the first response assignment, subject to the limitations herein set forth in this agreement.

ARTICLE 2 - MUTUAL AID

Paragraph 2.0. The Level of first response automatic aid and secondary mutual aid shall be extended to a level agreed upon by the Fire Chiefs of Both Mountain Park and Cherokee County and included herein as addendum B. The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency aid based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.2. It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE 3 - SUPERVISION

Paragraph 3.0. The furnishing jurisdiction shall not furnish a Battalion Chief or Assistant Chief unless the jurisdiction receiving the aid does not have a Battalion Chief or Assistant Chief available and a specific request for Battalion Chief or an Assistant Battalion Chief is made at the time the request for aid is made.

Paragraph 3.1. If a Battalion Chief or assistant Battalion Chief is requested, then that officer is expected to coordinate and give general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid.

Paragraph 3.3 Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3. All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in paragraph 3.1.

ARTICLE 4 - LIABILITY

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1. Every employee shall be deemed to be the employee and agent for his regular employer, and under no circumstances shall any employee be deemed to be the employee or agent of any entity other than his regular employer.

Paragraph 4.2. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 5 - COMPENSATION

Paragraph 5.0. No party under this agreement will be required to pay any compensation to any other party under this agreement for services rendered to this agreement.

Paragraph 5.1. The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

Paragraph 5.2. Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

ARTICLE 6 - RELEASE OF CLAIMS

Paragraph 6.0. Each of the parties agrees to release the other party from any and all liabilities, claims, judgment, cost or demands for damage to the party's property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this agreement.

ARTICLE 7 - INJURIES TO PERSONNEL

Paragraph 7.0 This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

ARTICLE 8 - TERM OF AGREEMENT

Paragraph 8.0. This agreement shall commence on the date of its approval and entry into the minutes of the governing body of Mountain Park, Georgia and the minutes of the governing body of Cherokee County, Georgia and shall continue until the 31st of December 1997. This agreement shall automatically be renewed by the parties on January 1st 1998 and each year thereafter on January 1st unless and until written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement on December 31st 1998 and each December 31st thereafter.

Paragraph 8.1. Nothing in this Article shall preclude termination pursuant to Article 14.

ARTICLE 9 - DISPATCHING OF ALARM

Paragraph 9.0. The dispatcher of the party having control will dispatch the department's pre-assigned apparatus first.

Paragraph 9.1: The dispatcher will then contact the chief-in-charge for the Fire Department providing the automatic aid to inform them to dispatch the agreed upon AUTOMATIC AID apparatus to the alarm.

Paragraph 9.2. When dispatching apparatus to a location involving AUTOMATIC AID, each party's dispatcher will announce that AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE 10 - FIRE SCENE COMMUNICATIONS

Paragraph 10.0 The officer in charge of the jurisdiction having control shall provide specific instruction to the AUTOMATIC AID officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 10.1. Whenever possible, the officer in charge of the emergency shall provide the AUTOMATIC AID officer with a portable radio for use during the emergency.

Paragraph 10.2. Upon arriving on the scene, the AUTOMATIC AID officer shall keep his department informed of his status. If it appears the automatic aid equipment will be needed on the scene for an extended period of time, the AUTOMATIC AID officer shall so advise his dispatcher. This will allow the department providing the automatic aid to better prepare for covering this company's territory while it is committed to the AUTOMATIC AID assignment.

ARTICLE 11 - MOVE UP OF EQUIPMENT

Paragraph 11.0. Each party agrees and acknowledges that it will be the responsibility of each party to provide the back up coverage necessary for its own department.

ARTICLE 12 - ADMINISTRATION

Paragraph 12.0. It is agreed by each of the parties that for the purpose of liaison and administration, the Mountain Park Fire Chief and the Cherokee County Chief shall be jointly responsible.

ARTICLE 13 - ENTIRE AGREEMENT

Paragraph 13.0. This agreement shall constitute the entire agreement between both parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the City of Mountain Park, acting by and through the elected officials, and Cherokee County, acting by and through the elected officials.

Paragraph 13.1. This agreement shall be the sole instrument for the provision of emergency fire service between parties hereto.

ARTICLE 14 - TERMINATION

Paragraph 14.0. Either party to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to the other party and upon the running of (90) days from such written notice this agreement shall be terminated.

ARTICLE 15 - SEVERABILITY OF TERMS

Paragraph 15.0. In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

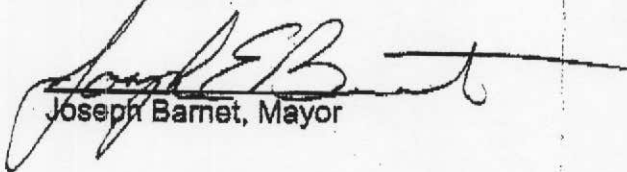
ARTICLE 16 - GOVERNING LAW

Paragraph 16.0. This agreement shall be governed in all respects as to the validity, construction, performance, or otherwise by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

[Signatures On Following Page]

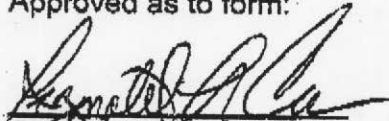
City of Mountain Park


Joseph Barnet, Mayor

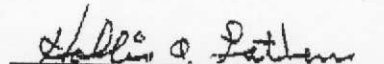

Chief, Mountain Park Fire Dept.

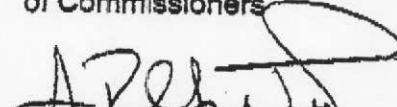

City Clerk, Mountain Park

Approved as to form:



City Attorney

Cherokee County

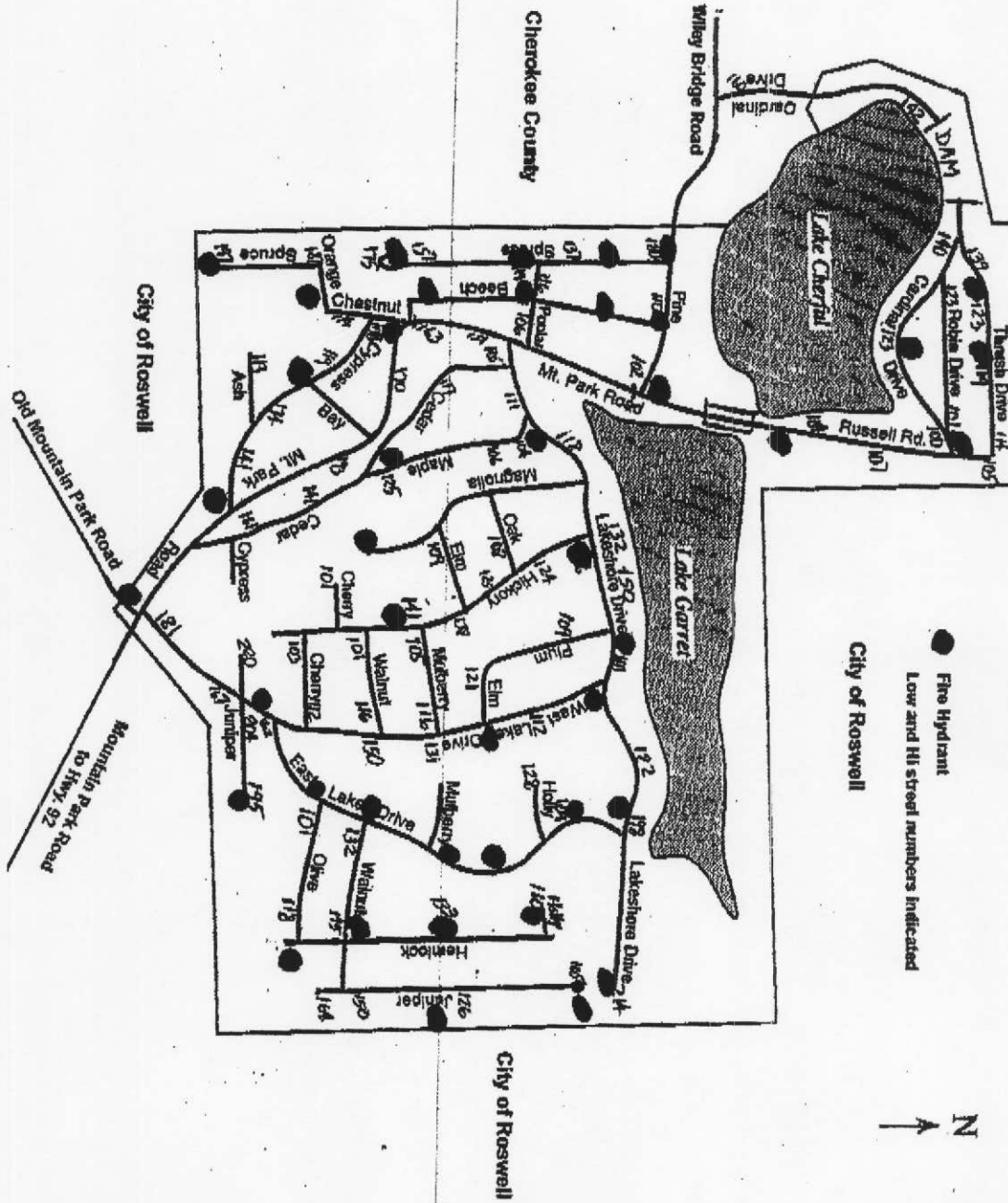

Chairman Cherokee Board
of Commissioners


Chief, Cherokee Fire Dept.


Clerk, County Commission


County Attorney

**Mountain Park Fire Department
Automatic Aid
Aid Requested from Cherokee County Fire Department**



AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of ^{Nov.} December, 1999 by and between **Cherokee County, Political Subdivision of the State of Georgia**, acting by and through its duly elected Board of Commissioners, and the **City of Nelson, a Political Subdivision of the State of Georgia**, acting by and through its duly elected Mayor and City Council.

WITNESSETH

WHEREAS, the voters of Cherokee County have passed a referendum establishing a special tax district for the provision of fire services within unincorporated Cherokee County; and

WHEREAS, it is desirable that the municipalities of Cherokee County join contractually with Cherokee County to facilitate said fire district in order to provide more effective fire services to all the residents of Cherokee County; and

WHEREAS, it has been determined by the City of Nelson that in addition to providing more efficient fire services, said services may be provided more economically on a larger scale; and

WHEREAS, Article IX, Section III, Paragraph I, Section (a) of the Constitution of the State of Georgia authorizes this Agreement.

NOW, THEREFORE, FOR THE CONSIDERATION AND MUTUAL COVENANTS FLOWING EACH TO THE OTHER, THE PARTIES HERETO AGREE AS FOLLOWS:

The term of this agreement shall begin on January 01, 2000 and shall continue for a period of ten (10) years and shall be automatically renewed for an additional five (5) year period unless earlier termination as provided herein. This agreement may be canceled by either party without cause at any time during the initial term of any renewal term by providing six (6) months notice in writing as provided for herein.

1.

Cherokee County shall be responsible for any insurance, maintenance, replacement and operation of all equipment.

2.

Cherokee County herein agrees during the term of this Agreement to maintain "Fire Protection" within the corporate limits of the City of Nelson, Georgia.

3.

City of Nelson herein leases to Cherokee County fire service space in the building which presently houses the City's fire equipment at an initial lease amount of One Dollar and No 100 (\$1.00) for a period of 1 year.

Cherokee County shall pay and be responsible for maintenance, insurance and all other associated costs including utilities on that building.

4.

Cherokee County agrees to keep one (1) Rescue Pumper and one (1) Tanker assigned to the station located in the City Nelson.

5.

Cherokee County shall not assign full time Fire Personnel at the station located in the City of Nelson, however Cherokee County shall assign this station as part of the Ball Ground Fire Station and provide volunteers to operate the apparatus housed there. Full time staff shall be used to provide assistance to the Fire Station located in the City of Nelson.

6.

Cherokee County shall work with and provide all necessary documentation or support to the City of Nelson to reduce its ISO rating.

7.

Cherokee County Fire – EMA shall perform Fire Marshal duties, fire hydrant maintenance, pre-fire planning, and plan review or any other associated services desirable to the City of Nelson at no additional cost to the City of Nelson.

8.

Cherokee County shall defend all actions or litigation brought against the Fire Department inside the Corporate Limits of the City of Nelson at no cost to the City of Nelson and further agrees to hold harmless and indemnify the City of Nelson against any losses associated with the County's operation of fire service within the City of Nelson.

9.

All equipment and volunteers assigned to the fire station in the City of Nelson shall be under the command of the Cherokee County Fire – EMA.

10.

Cherokee County shall be responsible for all Fire – Rescue related responses within the Corporate Limits of the City of Nelson including but not limited to all types of fires, Hazardous Materials incidents, EMA related issues, Auto Accidents with injury or hazard and medical first response.

11.

The City of Nelson shall compensate Cherokee County for services provided herein at the initial rate of 2.5 mills or the rate being charged County residents of the unincorporated forty percent (40%) value of the City's tax digest.

In lieu of cash payment for a period of 5 years or until December 31, 2005 the City of Nelson shall turn over the clear title of all apparatus including 1- Pumper, 1- Rescue Truck and 1- Tanker that are presently owned by the City of Nelson and all associated fire equipment including appliances, hose, protective clothing, jaws, breathing apparatus, medical equipment and radio equipment including 16 minitor pagers 4 portable radios and 3 apparatus based radios. Cherokee County shall then become the legal owners of this equipment.

12.

Each notice or document (collectively referred to in this Section as 'Notice') required or permitted to be given hereunder must comply with the requirements of this Section. Each such notice shall be in writing and shall be delivered either by confirmed telecopy, by personally delivering it, by delivering it utilizing Federal Express, UPS or other reputable courier service, or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individuals attention.) Such notice shall be deemed delivered at the time of confirmation of receipt by the transmitting telecopy, the date of personal delivery, the date of deposit for delivery with a courier, or, if mailed, when it is deposited as provided above, but the time period in which a response to nay such notice must be given or any action taken with respect thereto shall commence to run from the date it is received by the addressee thereto, as evidenced by telecopy transmission confirmation, receipt for person or courier delivery or certified mail return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be the receipt of the notice sent. The addresses and telecopier numbers of the parties to which notice is to be sent shall be those set forth on the signature pages of this Agreement. Such addresses and telecopier numbers may be changed by notice to all other parties in writing.

13.

It is hereby acknowledged by Cherokee County and the City of Nelson, GA that the relationship between them created hereby is not intended to be and shall not in any way be construed to be that of a partnership, joint venture, or principal and agent.

14.

This Agreement constitutes the entire Agreement between Cherokee County and the City of Nelson and there are no further written or oral Agreements with respect thereto. No variations or modifications of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Cherokee County and the City of Nelson, Georgia.

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

CHEROKEE COUNTY

By: [Signature] (seal)

Attest: Karen S. Huey (seal)

Sworn to and subscribed before me this
23rd day of Nov., 1999

Sheila R. Corbin

Notary Public
My Commission Expires: MY COMMISSION EXPIRES MAY 12, 2002

CHEROKEE COUNTY

Address: 90 North St, Suite 310

Canton, GA 30114

Telephone Number: (770) 479-0400

Fax Number: (770) 720-6361

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF NELSON, GEORGIA
By: *Dennis Lance* (seal)
DENNIS LANCE, MAYOR

Attest: *Patricia J. Jarrett* (seal)
PATRICIA J. JARRETT

Sworn to and subscribed before me this
4 day of February 2000

Patricia J. Jarrett
Notary Public

My Commission Expires: 11-28-03

CITY OF NELSON, GEORGIA

Address PO BOX 100
NELSON, GA 30151

Telephone Number: (770) 735-2211

Fax Number: (770) 735-2211

Dennis Lance
DENNIS LANCE
MAYOR

Ted Klein
TED KLEIN
COUNCILMAN

Betty Eubanks
BETTY EUBANKS
COUNCILWOMAN

James D. Densmore
JAMES DENSMORE
COUNCILMAN

Johnny Hopkins
JOHNNY HOPKINS
COUNCILMAN

Eric Wilmarth
ERIC WILMARTH
COUNCILMAN

ORIGINAL

Certificate of Appointment OF NOTARY PUBLIC

GEORGIA, PICKENS COUNTY.

I, JOYCE F. CANTRELL, Clerk of the Superior Court in and

for said County, hereby certify that PATRICIA J. JARRETT

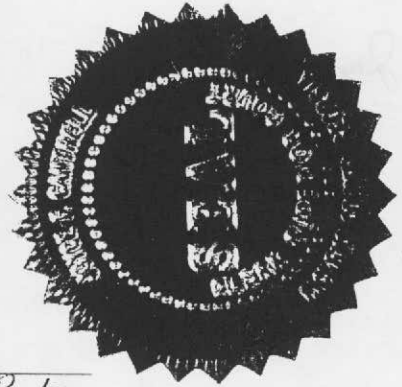
whose address is P.O. BOX 16, TATE, GA 30177

Age 60, Sex F, was duly appointed and sworn in as a Notary Public under the provisions of

O.C.G.A. Title 45, Ch. 17, Art. 1 as Amended, that HER term of office begins on the 29th day of

NOVEMBER, 19 99, and expires on the 28th day of NOVEMBER, 20 03

WITNESS my hand and seal of said Court, this 29th day of NOVEMBER, 1999



Patricia J. Jarrett
Notary's Signature

Joyce F. Cantrell
Clerk of the Superior Court

Pickens County, Georgia

STATE OF GEORGIA
COUNTY OF CHEROKEE

AGREEMENT

This Agreement made and entered into this 24th day of July, 1998, by and between Cherokee County, acting by and through its Board of Commissioners, and the City of Waleska, acting by and through its Mayor and City Council;

WITNESSETH:

Whereas, the voters of Cherokee County have passed a referendum establishing a special tax district for the provision of fire services within unincorporated Cherokee County; and

Whereas, it is desirable that the municipalities of Cherokee County join contractually with said fire district in order to provide more efficient fire services to all the systems of Cherokee County; and

Whereas, it has been determined by the various local governing authorities within Cherokee County that in addition to providing more efficient fire services, said services can be more economically provided in a larger scale;

NOW, THEREFORE, in consideration of the mutual promises and premises contained herein, it is agreed by the parties as follows:

1. This contract shall be for a period of ten (10) years and shall be automatically renewed for additional five (5) year periods, unless action is taken by either party to terminate the agreement.

2. This agreement may be canceled upon six (6) months written notice by either governing body.
3. The County agrees that it will not remove the fire fighting equipment currently used in Waleska from the jurisdiction without good cause. The County shall be responsible for the insurance, maintenance and operation of all equipment. The County shall also be responsible for the replacement of the equipment when it ceases to be useful. Any equipment replaced by the County shall become the property of the County.
4. The County shall negotiate with the City every two (2) years for the cost of leasing fire service space in the City of Waleska Fire Station facility until such time as a new facility is built by the County. The initial rate shall be a lease of \$1.00 per year. The County will pay maintenance, insurance and associated costs.
5. In hiring fire department personnel, the County will give due consideration to those persons who have served as volunteer fire fighters in the Waleska area.
6. The City of Waleska fire station shall be staffed as necessary to provide a level of service equal to or better than the current level of service. The minimum staffing shall be as follows:
 - * 3 Driver/Operators/Fire Fighters
 - * No less than one (1) driver operator will be on

duty 24 hours, 7 days a week.

7. The County shall work with City authorities to reduce the ISO rating for the City of Waleska.
8. The County fire service shall perform fire marshal duties, fire hydrant maintenance, pre-fire planning, and plan review for the City at no cost to the City of Waleska.
9. The City of Waleska shall compensate the County for these services at the initial rate of 2.5 mils or the rate being charged County residents of the incorporated 40% value of the City's tax digest. This amount shall not exceed 3 mils. The amount shall be collected directly from the residents of Waleska by the County at no charge to the City.
10. The County shall defend all actions of litigation brought against the fire department inside the corporate city limits of the City of Waleska at no cost to the City of Waleska.

This Agreement made and entered into the date first above written.

BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY

BY: Hollis Q. Lathem
HOLLIS Q. LATHEM, CHAIRMAN

ATTEST:

Karen S. Huey
KAREN S. HUEY, COUNTY CLERK

(SEAL)

CITY OF WALESKA

ATTEST:

Judy M. Free
JUDY FREE, CITY CLERK

BY: Marguerite J. Cline
MARGUERITE CLINE, MAYOR

Wm. L. Cline
COUNCIL MEMBER

Mary Helen Lamb
COUNCIL MEMBER

Judy R. Phillips
COUNCIL MEMBER

J.R. Huddleston
COUNCIL MEMBER

Edna S. Cook
COUNCIL MEMBER

Floyd A. Rockett
COUNCIL MEMBER

(SEAL)

AUTOMATIC AID AGREEMENT

This agreement is made and entered into this the 28th day of July 1998 by and between The City of Woodstock, Georgia and The County of Cherokee, both organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials.

Witnesseth:

WHEREAS, The County of Cherokee and The City of Woodstock, Georgia are contiguous;
and,

WHEREAS, The City of Woodstock, Georgia and The County of Cherokee each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical; and

WHEREAS, The City of Woodstock, Georgia and Cherokee County have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take part in joint training exercises, and,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for automatic aid and first response, pursuant to the 1983 constitution of the State of Georgia, Articles, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration of the parties hereunto agree as follows:

ARTICLE 1-AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as agreed upon by the Cherokee Fire Chief and the Woodstock Fire Chief.

Paragraph 1.1 In the event of any fire rescue, disturbance, or other fire related local emergency occurs in the automatic aid area, the City of Woodstock and Cherokee County shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, as part of the first response assignment, subject to the limitations herein set forth in this agreement.

ARTICLE 2- MUTUAL AID

Paragraph 2.0 The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency aid based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chief for each party.

ARTICLE 3 - SUPERVISION

PARAGRAPH 3.0 If a Battalion Chief or Assistant Battalion Chief is requested, then that officer is expected to coordinate and give general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid.

PARAGRAPH 3.1 Personnel who are furnished will work as far as possible under their own supervisor and with their own equipment except as provided in Paragraph 3.0.

PARAGRAPH 3.2 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.0.

ARTICLE 4 - LIABILITY

PARAGRAPH 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing of controlling fire or other immediate response emergency.

PARAGRAPH 4.1 Every employee shall be deemed to be the employee and agent for his regular employer, and under no circumstances shall any employee be deemed to be the employee or agent of any entity other than his regular employer.

PARAGRAPH 4.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 5 - COMPENSATION

PARAGRAPH 5.0 No party under this agreement will be required to pay any compensation to any other party under this agreement for services rendered to this agreement.

PARAGRAPH 5.1 The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

PARAGRAPH 5.2 Each party to this agreements shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

ARTICLE 6 - RELEASE OF CLAIMS

PARAGRAPH 6.0 Each of the parties agrees to release the other party from any and all liabilities, claims, judgement, cost or demands for damage to the party's property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this agreement.

ARTICLE 7 - INJURIES TO PERSONNEL

PARAGRAPH 7.0 This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

ARTICLE 8 - TERM OF AGREEMENT

PARAGRAPH 8.0 This agreement shall commence on the date of its approval and entry into the minutes of the governing body of City of Woodstock, Georgia and the minutes of the governing body of Cherokee County, Georgia and shall continue until the 31st of December 1999. This agreement shall automatically be renewed by the parties on January 1st 2000 and each year thereafter on January 1st unless and until written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement on December 31st 1999 and each December 31st thereafter.

14. **PARAGRAPH 8.1** Nothing in this Article shall preclude termination pursuant to Article

ARTICLE 9 - DISPATCHING OF ALARM

PARAGRAPH 9.0 The city of Woodstock shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the areas of Cherokee County designated in the E911 center run list.

PARAGRAPH 9.1 Cherokee County shall one (1) engine automatically dispatched to all structure fires and structure fire alarms in the areas of the City of Woodstock, Georgia designated in E911 run list.

ARTICLE 10 - ADMINISTRATION

PARAGRAPH 10.0 It is agreed by each of the parties that for the purpose of liaison and administration, the Woodstock Fire Chief and the Cherokee County Fire Chief shall be jointly responsible.

ARTICLE 11 - ENTIRE AGREEMENT

PARAGRAPH 11.0 This agreement shall constitute the entire agreement between both parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the City of Woodstock, Georgia, acting by and through the elected officials, and Cherokee County, acting by and through the elected officials.

PARAGRAPH 11.1 This agreement shall be the sole instrument for the provision of emergency fire service between parties hereto.

ARTICLE 12 - TERMINATION

PARAGRAPH 12.0 Either part to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to either party and upon the running of (90) days from such written notice this agreement shall be terminated.

ARTICLE 13 - SEVERABILITY OF TERMS

PARAGRAPH 13.0 In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

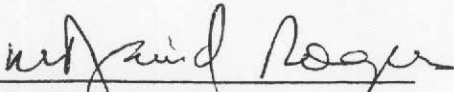
ARTICLE 14 - GOVERNING LAW

PARAGRAPH 14.0 This agreement shall be governed in all respects as to the validity, construction, performance, or otherwise by the laws of the State of Georgia.

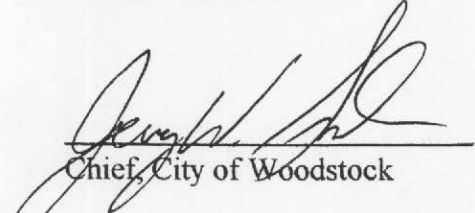
IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

[Signatures On Following Page]

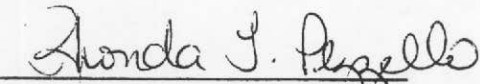
City of Woodstock



David Rogers, Mayor

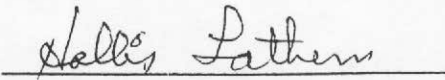


Chief, City of Woodstock

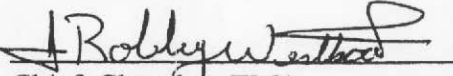


City Clerk, City of Woodstock

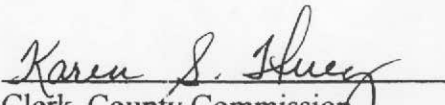
Cherokee County



Chairman Cherokee Board of
Commissioners



Chief, Cherokee EMA

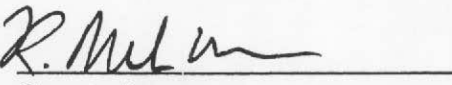


Clerk, County Commission

Approved as to form:



City Attorney



County Attorney



Pickens County Sheriff's Office

Representing Sheriff Billy B. Wofford

50 North Main Street, Suite 4

Jasper, Georgia 30143

Office: 706-692-2471 Fax: 706-692-2473

November 1, 1999

G.M. "Mike" Malone
Chief Deputy Sheriff
Cherokee County Sheriff's Office
90 North Street; Suite 235
Canton, Georgia 30114

Hello Chief Malone:

Enclosed is our original copy of the Mutual Aid Agreement with between the Pickens County Sheriff's Office and the Cherokee County Sheriff's Office. Both Sheriff Wofford and our County Attorney have reviewed the document and signed off on it. Once Sheriff Garrison and the Mr. Mahler have signed off on the document, please forward a copy back to me so I can maintain our file on this issue.

As always, it is a pleasure to work with the Cherokee County Sheriff's Office. Your staff has been more than generous to me every time I call upon them. If there is anything that Sheriff Wofford or our staff can ever do, please let us know.

Working for a better Pickens County,
On behalf of Sheriff Wofford

William A. Wigington
Lieutenant & Division Commander
Administrative Services Division
Pickens County Sheriff's Office

enclosures

LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS LAW ENFORCEMENT MUTUAL AID AGREEMENT, made this 29th day of October, 1999, by and between the **Cherokee County Sheriff's Office**, an agency of the State of Georgia, sometimes hereinafter referred to as "the Sheriff" and the Pickens County Sheriff's Office body corporate and politic of the State of Georgia, sometimes hereinafter referred to as "Agency".

WHEREAS, it is in the public interest that police and sheriff's departments throughout the State of Georgia cooperate to the greatest extent possible to provide prompt, effective, and professional police services; and

WHEREAS, portions of the boundaries of Cherokee County are in close proximity or contiguous to portions of the boundaries of the undersigned agency with similar law enforcement problems; and

WHEREAS, all police officers, deputy sheriffs (hereinafter sometimes called "police") are trained in current law enforcement techniques and have completed a course of training prescribed by Georgia Law pursuant to O.C.G.A. §35-8-1, et seq. of the Annotated Code of Georgia; and

WHEREAS, police officials of both parties are aware that from time to time emergency situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, the Sheriff and the undersigned agency are desirous of extending prompt, effective and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Article IX, Section II, Paragraph III of the Annotated Code of Georgia, the parties enter into this Police Mutual Aid Agreement.

NOW, THEREFORE, the Sheriff and the undersigned agency do hereby agree as follows:

1.

Whenever, in the judgment of the Sheriff of Cherokee County or the undersigned law enforcement official, or, in the event of their absence or unavailability, an officer designated by either the undersigned law enforcement official or the Sheriff, an emergency situation occurs and the law enforcement agency in the jurisdiction where the emergency occurs does not have sufficient police or equipment immediately available to properly handle the emergency, the Sheriff or undersigned law enforcement official, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to the undersigned law enforcement official or agency or the Sheriff of Cherokee County, or, in the event of their absence or unavailability, an officer designated by either. If, in the judgment of the designated officer of the jurisdiction to whom the request has been made, an emergency does exist and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for adequate protection of that agency. The Sheriff or the undersigned law enforcement official or agency shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, the agreement shall not be

construed to authorize the Sheriff to "deputize" the law enforcement officers of the undersigned agency as officers and deputies of the Sheriff.

2.

The term "emergency", as used in this agreement, may include, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a bomb threat, a natural disaster, accident or similar circumstance where prompt police action requiring more than one officer or specialized equipment is required.

3.

The manner of providing assistance, as set forth in this agreement, shall not affect the authority granted police officers in matters involving fresh pursuit as provided in Article IX, Section II, Paragraph III, Annotated Code of Georgia.

4.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, the parties acknowledge that the acts performed in furtherance of this agreement by police officers or other officers, agents, or employees and the expenditures made by the Sheriff and Cherokee County shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by the jurisdictions when acting through its police officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the territorial limits of the parties.

5.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, the parties acknowledge that the police officers, agents, and employees, when acting in furtherance of authority of this agreement beyond the territorial limits of the jurisdictions in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances, and regulations and have all the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdictions in which they are commissioned or employed.

6.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, each of the parties to this agreement agree that:

(a) The Sheriff will indemnify undersigned agency from all claims by third parties against the undersigned agency for property damage or personal injury which might arise out of the activity covered in police mutual aid agreement while the undersigned agency's personnel or equipment are in Cherokee County responding to the Sheriff's request for aid.

(b) In exactly the same manner as in (a) above, the undersigned agency will indemnify the Sheriff for all claims by third parties against the Sheriff for property damage or personal injury while the Sheriff's personnel or equipment are in the jurisdiction of the undersigned agency.

(c) The undersigned agency shall waive all claims it might have against the Sheriff for property damage or personal injury arising out of this agreement while the undersigned law enforcement agency's personnel or equipment are in the jurisdiction of Cherokee County responding to said Sheriff's request for aid.

(d) Cherokee County will waive all claims it might have against the undersigned agency for property damage or personal injury arising out of this agreement while Cherokee County Sheriff's office personnel or equipment are in the jurisdiction of the undersigned agency when responding to said agency's request for aid.

7.

Each party to this agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to the indemnification provisions of Paragraph 7. This cooperation will include the following:

(a) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;

(b) Permit a party to this agreement to conduct a parallel independent investigation of any accident or incident; and

(c) Make personnel, records and equipment available for purposes of the defense of any claim or suit.

8.

Pursuant to Article IX, Section II, Paragraph III of the Annotated Code of Georgia, all personnel provided by the neighboring jurisdictions shall report to and obey the orders of the senior police officer of the jurisdiction requesting the aid.

9.

Radio communication between the jurisdictions shall be coordinated through the Communications Section of each party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff of Cherokee

County and the undersigned law enforcement official of the undersigned agency or, in their absence, the senior ranking commissioned police officer.

10.

Pursuant to Article IX, Section II, Paragraph III of the Annotated Code of Georgia, this Police Mutual Aid Agreement shall commence upon execution by all parties and remain in effect until either party hereto cancels its participation in this Agreement by sending a written notice thirty (30) days prior to the cancellation from the Sheriff to the undersigned agency or from the undersigned agency to the Sheriff.

AS WITNESS the hand(s) and seal(s) of the parties the day and year first above written.

WITNESS/ATTEST:

Virginia G. Lopez

CHEROKEE COUNTY SHERIFF'S
OFFICE

BY: Roger D. Garrison
ROGER D. GARRISON, SHERIFF

Reviewed for form and legal
sufficiency and approved for
execution this 4TH day of
NOVEMBER, 1999.

R. Mark Mahler
R. MARK MAHLER, COUNTY ATTORNEY

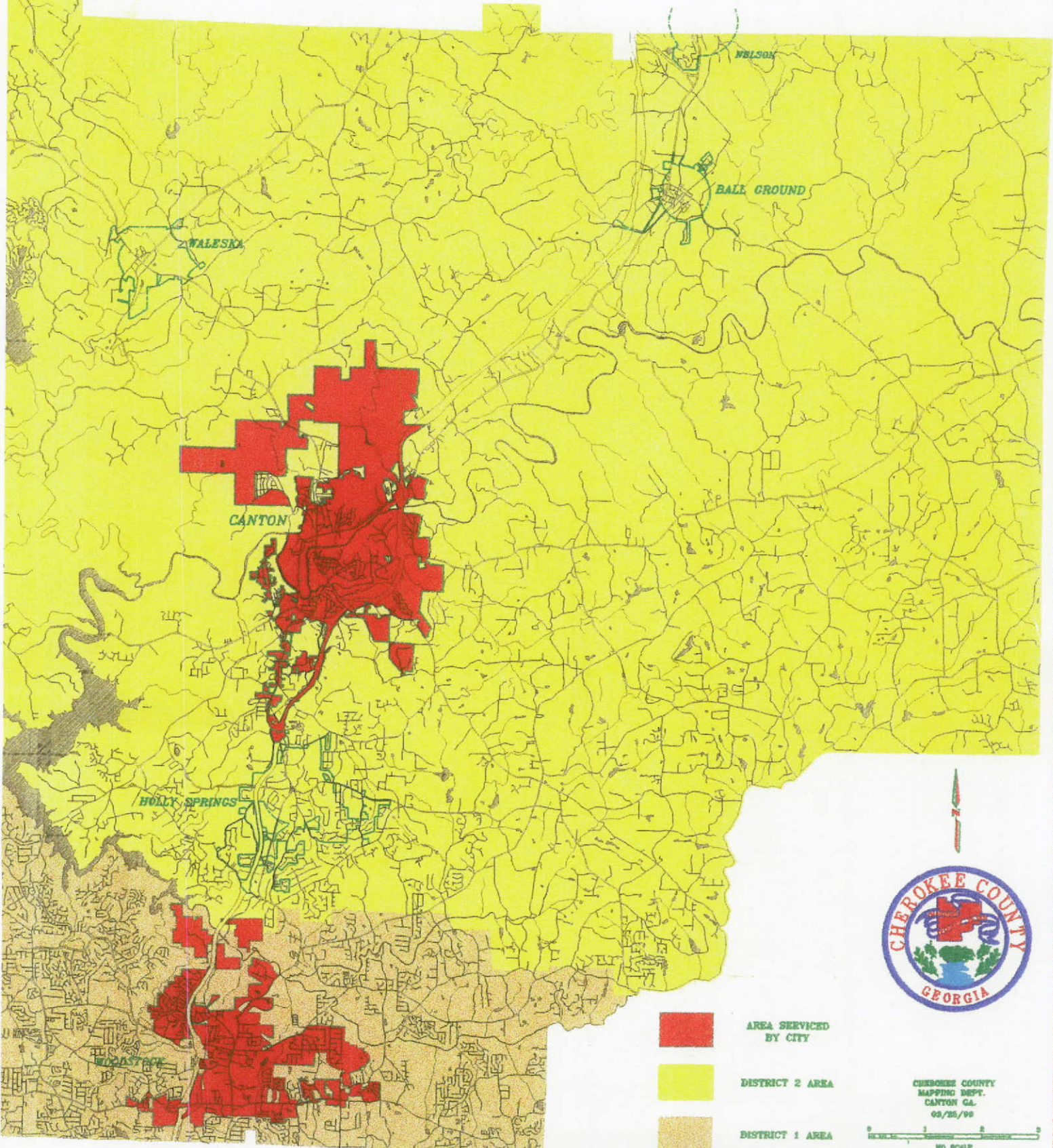
APPROVED:




BY: Billy P. Wofford
Billy P. Wofford
Sheriff
Pickens County, Georgia

APPROVED:

BY: Phillip M. Landrum, III
Phillip M. Landrum, III
County Attorney Pro-Tem
Pickens County, Georgia

CHEROKEE COUNTY, GEORGIA FIRE-EMA DISTRICT MAP



-  AREA SERVED BY CITY
-  DISTRICT 2 AREA
-  DISTRICT 1 AREA



CHEROKEE COUNTY
MAPPING DEPT.
CANTON GA.
03/25/98

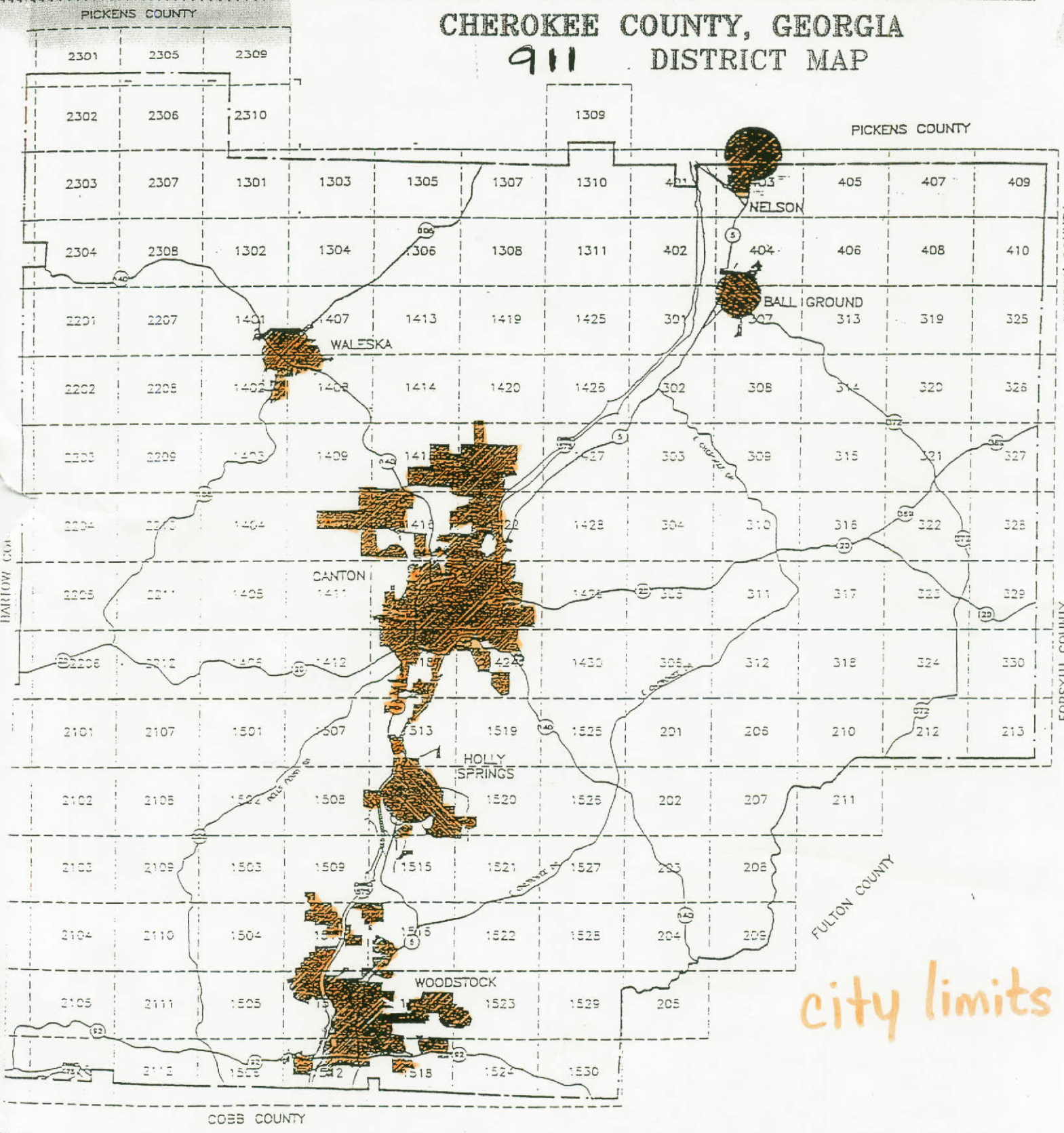


NO SCALE

CHEROKEE COUNTY, GEORGIA

911

DISTRICT MAP



city limits

AUTOMATIC AID AGREEMENT

This agreement is made and entered into this the 28th day of July 1998 by and between The City of Woodstock, Georgia and The County of Cherokee, both organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials.

Witnesseth:

WHEREAS, The County of Cherokee and The City of Woodstock, Georgia are contiguous;
and,

WHEREAS, The City of Woodstock, Georgia and The County of Cherokee each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical; and

WHEREAS, The City of Woodstock, Georgia and Cherokee County have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of other local emergency, and to take part in joint training exercises, and,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for automatic aid and first response, pursuant to the 1983 constitution of the State of Georgia, Articles, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration of the parties hereunto agree as follows:

ARTICLE 1-AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as agreed upon by the Cherokee Fire Chief and the Woodstock Fire Chief.

Paragraph 1.1 In the event of any fire rescue, disturbance, or other fire related local emergency occurs in the automatic aid area, the City of Woodstock and Cherokee County shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, as part of the first response assignment, subject to the limitations herein set forth in this agreement.

ARTICLE 2- MUTUAL AID

Paragraph 2.0 The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency aid based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chief for each party.

ARTICLE 3 - SUPERVISION

PARAGRAPH 3.0 If a Battalion Chief or Assistant Battalion Chief is requested, then that officer is expected to coordinate and give general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid.

PARAGRAPH 3.1 Personnel who are furnished will work as far as possible under their own supervisor and with their own equipment except as provided in Paragraph 3.0.

PARAGRAPH 3.2 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.0.

ARTICLE 4 - LIABILITY

PARAGRAPH 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing of controlling fire or other immediate response emergency.

PARAGRAPH 4.1 Every employee shall be deemed to be the employee and agent for his regular employer, and under no circumstances shall any employee be deemed to be the employee or agent of any entity other than his regular employer.

PARAGRAPH 4.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 5 - COMPENSATION

PARAGRAPH 5.0 No party under this agreement will be required to pay any compensation to any other party under this agreement for services rendered to this agreement.

PARAGRAPH 5.1 The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

PARAGRAPH 5.2 Each party to this agreements shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

ARTICLE 6 - RELEASE OF CLAIMS

PARAGRAPH 6.0 Each of the parties agrees to release the other party from any and all liabilities, claims, judgement, cost or demands for damage to the party's property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this agreement.

ARTICLE 7 - INJURIES TO PERSONNEL

PARAGRAPH 7.0 This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

ARTICLE 8 - TERM OF AGREEMENT

PARAGRAPH 8.0 This agreement shall commence on the date of its approval and entry into the minutes of the governing body of City of Woodstock, Georgia and the minutes of the governing body of Cherokee County, Georgia and shall continue until the 31st of December 1999. This agreement shall automatically be renewed by the parties on January 1st 2000 and each year thereafter on January 1st unless and until written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement on December 31st 1999 and each December 31st thereafter.

14. **PARAGRAPH 8.1** Nothing in this Article shall preclude termination pursuant to Article

ARTICLE 9 - DISPATCHING OF ALARM

PARAGRAPH 9.0 The city of Woodstock shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the areas of Cherokee County designated in the E911 center run list.

PARAGRAPH 9.1 Cherokee County shall one (1) engine automatically dispatched to all structure fires and structure fire alarms in the areas of the City of Woodstock, Georgia designated in E911 run list.

ARTICLE 10 - ADMINISTRATION

PARAGRAPH 10.0 It is agreed by each of the parties that for the purpose of liaison and administration, the Woodstock Fire Chief and the Cherokee County Fire Chief shall be jointly responsible.

ARTICLE 11 - ENTIRE AGREEMENT

PARAGRAPH 11.0 This agreement shall constitute the entire agreement between both parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the City of Woodstock, Georgia, acting by and through the elected officials, and Cherokee County, acting by and through the elected officials.

PARAGRAPH 11.1 This agreement shall be the sole instrument for the provision of emergency fire service between parties hereto.

ARTICLE 12 - TERMINATION

PARAGRAPH 12.0 Either part to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to either party and upon the running of (90) days from such written notice this agreement shall be terminated.

ARTICLE 13 - SEVERABILITY OF TERMS

PARAGRAPH 13.0 In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

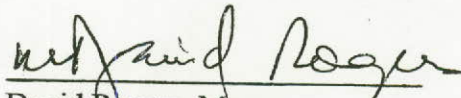
ARTICLE 14 - GOVERNING LAW

PARAGRAPH 14.0 This agreement shall be governed in all respects as to the validity, construction, performance, or otherwise by the laws of the State of Georgia.

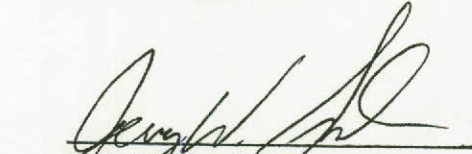
IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

[Signatures On Following Page]

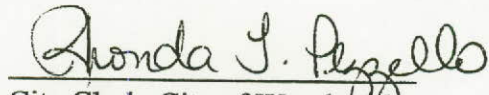
City of Woodstock



David Rogers, Mayor




Chief, City of Woodstock




City Clerk, City of Woodstock

Approved as to form:

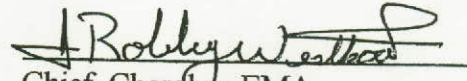


City Attorney

Cherokee County



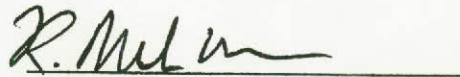
Chairman Cherokee Board of
Commissioners



Chief, Cherokee EMA



Clerk, County Commission



County Attorney

JAIL CONTRACT

STATE OF GEORGIA

CHEROKEE COUNTY

THIS AGREEMENT, made this 11th day of June, 1999 by and between the City of Woodstock, GEORGIA, a municipal corporation of the State of Georgia, hereinafter called "the City," and **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, by and through the **BOARD OF COMMISSIONERS of CHEROKEE COUNTY**, hereinafter called "the County," approved by ROGER GARRISON in his capacity as the duly elected SHERIFF of CHEROKEE COUNTY, and his successors, hereinafter referred to as the "Sheriff."

WITNESSETH:

WHEREAS, the County operates a jail facility in accordance with State and local laws, standards, policies and procedures for the detention of persons charged with violations of statutes of the State of Georgia and County Ordinances;

WHEREAS, the Sheriff is recognized by law as the jailer of Cherokee County, in charge of the inmates in said jail; and

WHEREAS, the City of Woodstock either has no facility limited for the detention of persons arrested for violations of municipal ordinances and the City is desirous of entering into a contract with the County for the detention of persons charged with or convicted of violation of municipal ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.

WHEREAS, the City has adopted and adheres to the "Jail Construction and Staffing Act" requirements as presented in O.C.G.A. 15-21-90 and recognizes that the ten percent (10%) of all fines shall be paid to the County for the maintenance of the County Jail.

WITNESSETH, that to promote efficient law enforcement in the aforesaid City and County, the parties hereto have reached the agreement herein specified following the provision of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, and

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of said premises and in compliance with and following the provisions, terms, and conditions of the State of Statutes pertaining the subject hereto, the City and County do hereby contract with each other as follows:

1.

INTENT. It is the intent of this Agreement that, in pursuance of law

enforcement in and for Woodstock and Cherokee County, the County and the Sheriff will accept and house inmates for the City.

2.

DEFINITIONS. As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "The County" shall mean Cherokee County.
- b. "The City" shall mean the City of Woodstock.
- c. The "County Commission" shall mean the Commissioner(s) of Cherokee County, Georgia.
- d. "Commissioner" shall mean the Chief Administrative Officer of the County.
- e. "City Manager" shall mean the administrative head of the city government, appointed by the Woodstock City Council.
- f. The "City Council" shall mean the Woodstock City Council.
- g. "Jail" shall mean the **Cherokee County Jail** located at **498 Chattin Drive**.
- h. "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.
- i. "Officer in Charge" means the Sheriff of Cherokee County, or the person designated by him to have supervision of the jail.
- j. "Municipal Court" means the Court established by the ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.
- k. "Municipal Court Judge" means the Judge designated by the City to preside over the Municipal Court.
- l. "Watch Commander" means the City Police Officer so designated by the Woodstock Chief of Police for each working shift at the City Police Department.
- m. "On-Site Medical" means the same medical care and services provided at the jail for inmates detained by Cherokee County.
- n. "Emergency Medical" means medical care and services provided inmates outside the jail, including the transportation and security for the inmates.
- p. "Standard Medical Supplies" includes aspirin, Band-Aid and similar materials (non-prescription) found in a standard first-aid kit.
- q. "Special Medical Supplies" means those supplies and drugs required for inmates with epilepsy, diabetes or other special medical problems.
- r. "Sheriff" is the Jailer of Cherokee County, Georgia.
- s. "Inmate Day" means all or any part of one calendar day beginning at 12:00 midnight and ending at 11:59 p.m.

3.

TERM. This Agreement shall commence on June 1, 1999, at 12:00 a.m., and shall terminate at midnight, December 31, 1999.

4.

INITIAL OBLIGATIONS OF COUNTY. The County shall accept into its jail

such City inmates as the City has properly charged and are acceptable for incarceration. The County shall provide for the secure custody, care and safekeeping of such inmates under state and local laws, standards, policies and procedures applicable to operating of the jail. The County shall furnish them food, clothing, on-site and emergency medical treatment, and standard medical supplies.

5.

INITIAL OBLIGATIONS OF CITY. The City agrees to transport inmates to the jail and release them to the custody of the officer in charge. In the event of overcrowding or other emergencies, the County refuses to accept a City inmate, the City shall bear the inmate to another suitable facility for housing of the city inmates and shall bear the cost for the same. Further, the City will be responsible for transporting the inmate to another suitable facility. Transportation of inmates to and from the jail to Municipal Court or to the City Police Department shall be performed by members of the Woodstock Police Department. Removal and return of the same inmate, on the same charges, in a 24-hour period by the City shall not constitute a new admission.

6.

SUPERVISION - RELEASE. All inmates accepted for incarceration by the jail shall be under the supervision and control of the Sheriff of Cherokee County. The County agrees to release City inmates to City Police Officers designated by the Watch Commander on a time served basis. The City authorizes its Watch Commander designate to the Sheriff an early release date for any City inmate based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any City inmate upon transmittal of a written order.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for operating the jail shall be equally applicable to City inmates. The Sheriff is granted the authority to enforce same, including the eligibility to work inmates within the confines of the jail and allow City inmates to serve as trustees. The Sheriff agrees to release prisoners to the City to serve as trustees upon request of the City Police Department and if otherwise available.

8.

EXPENSE REIMBURSEMENT. Routine on-site medical treatment and standard medical supplies are covered by the Contract. To the extent that the Sheriff would be required to provide, and/or the County would be required to pay for, special medical supplies, dental services, emergency medical, and off-site extended medical for non-city inmates, the City shall pay for such services of its inmates and shall provide non-emergency transportation and security required for its inmates. Emergency medical transportation shall be at the discretion of the Sheriff. If there are costs for emergency medical treatment and necessary follow-up medical or hospital care required to its inmates as a result of the initial emergency care and treatment, the City shall bear same. To the extent there are costs which the Sheriff believes are the responsibility of the City, pursuant to the terms of this paragraph,

the Sheriff shall provide notice as soon as is reasonably possible of such costs. In the event it is reasonable (i.e., immediate treatment is not necessary), the Sheriff will attempt to provide advance notice of the intent to incur such costs.

9.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that all persons incarcerated on an offense against the laws of the Municipal Corporation shall be considered City inmates and chargeable to the City until released or booked on violation of State or Federal charges. A City Citation or Municipal Warrant is required at the time of incarceration for all City inmates.

10.

PAYMENTS BY CITY. It is contemplated by this Agreement that the City shall collect, pursuant to Georgia Law, ten percent (10%) surcharge as contained in the Jail Construction and Staffing Act. This ten percent (10%) surcharge shall be payable as collected to Cherokee County on the first day of each month, to provide a fund for the housing of City prisoners within the County jail. The City shall be entitled to house City prisoners within the County jail at a rate of thirty-five dollars (\$35.00) per inmate per day. This initial charge of thirty-five dollars (\$35.00) per day shall be set off against the fund established pursuant to the Jail Construction and Staffing Act. For the first year of this Agreement, the City shall provide an estimate to the County of the fines collected for the coming year. The City shall be entitled to a set off for this amount for the housing of municipal prisoners at a rate of thirty-five dollars (\$35.00) per day. Should this estimate for year one and the fund for each proceeding year be exceeded, then the City shall pay to the County for the housing of prisoners as follows:

The County shall bill the City for each inmate day provided on a monthly basis. Monthly billing shall list each City inmate, the specific dates of confinement for each, and the total days to be reimbursed; the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day). The bill shall be submitted to the city and shall be due and payable within thirty (30) days. All bills not paid within thirty (30) days shall automatically bear a late charge in the amount of one percent (1%) per month for each delinquent month. The daily charge imposed by the county shall never be more than that imposed on other governmental bodies for boarding of inmates. All additional charges which the County is legally required to pay for City inmates, including but not limited to emergency medical, extended medical, dental, transportation and security, shall be billed to the City and shall be due and payable on or before thirty (30) days after the date of said bill. All bills not paid within said thirty (30) day period shall bear a late charge in the amount of one percent (1%) per month for each delinquent month. The City shall receive a credit against any of said bills for any amounts paid pursuant to the ten percent (10%) surcharge (i.e., in the event amounts paid from the ten percent {10%} surcharge equal or exceed the amount billed based on inmates daily occupancy or expenses as set forth herein, no sum shall be due and owing).

11.

CHANGE OF INMATE CHARGE. The per day inmate charge provided for in Paragraph 11 of this Agreement shall be the basic daily charge during the life of this Agreement; however, the same may be negotiated on an annual

basis at any time after the first year of this Agreement by either party giving to the other party by December 1, written notice that it so desires.

All rate charges shall be negotiated by the respective managers of the County and City Commissions and such changes shall take into consideration the daily cost associated with the housing of all inmates during the current annual accounting period, together with all increased costs incurred from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to inmates of the jail. In evaluating the increase or decrease on the basic daily charge, the parties may consider any criteria they deem reasonable and necessary to justify such change. The rate shall be renegotiated not more than once per year, after the Agreement has been effective for one (1) year; however, all increased costs resulting from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to the operation of the jail shall be documented by the County, furnished to the City, and consideration of an increase in per diem rates because of these increased costs shall be given immediately and any determination of an increased rate shall be effective immediately. Each party agrees to provide to the other fiscal information as may be required to make a reasonable and intelligent decision regarding such rate modification.

12.

EXTENSION OF AGREEMENT. The City may extend this Agreement for an additional period of one (1) years by giving written notice of such intention to the County at least six (6) months prior to the expiration of the original term. Said extension shall be on the same terms and conditions as set forth in this original Agreement, with the understanding that the per diem rate may be increased or decreased annually as provided in this original Agreement.

13.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time, upon ninety (90) days notice in writing delivered by Certified Mail to the respective manager of the County or the City.

14.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, return receipt requested, addressed as follows:

As to the County: Board of Commissioners of Cherokee County
90 North Street
Suite 310
Canton, GA 30114

As to the City: CITY MANAGER of the City of Woodstock
103 Arnold Mill Road
Woodstock, GA 30188

As to the Sheriff: SHERIFF ROGER GARRISON
Cherokee County Sheriff's Office
498 Chattin Drive
Canton, GA 30114

15.

CHANGES IN WRITING. This Agreement cannot be amended, modified, changed, altered, or terminated except by a writing signed by the parties of proper authority.

16.

FULL FORCE AND EFFECT. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.

IN WITNESS WHEREOF, the City and the County have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the **Board of Commissioners of Cherokee County**, and upon the minutes of the **Mayor and Council of the City of Woodstock**, respectively, on the day and year first written above.

APPROVED AS TO FORM:

R. M. Mel
County Attorney
Cherokee County, Georgia

Approved by BOARD OF
COMMISSIONERS OF CHEROKEE
COUNTY, GEORGIA this 11th
day of June, 1999.

BY: [Signature]
Chairman

ATTEST: Karen S. Huey
(County Clerk)

APPROVED AND AUTHORIZED BY THE
MAYOR AND COUNCIL OF THE CITY
OF WOODSTOCK, this _____ day of
_____, 19____.

BY: _____
Mayor

City Attorney
City of Woodstock, Georgia

ATTEST: _____
(City Clerk)

By the Sheriff of Cherokee County, Georgia, this _____ day of
_____, 19____.

[Signature]
ROGER GARRISON, Sheriff

COPY

JAIL CONTRACT

STATE OF GEORGIA

CHEROKEE COUNTY

THIS AGREEMENT, made this 11th day of June, 1999 by and between the City of Canton, GEORGIA, a municipal corporation of the State of Georgia, hereinafter called "the City," and **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, by and through the **BOARD OF COMMISSIONERS of CHEROKEE COUNTY**, hereinafter called "the County," approved by ROGER GARRISON in his capacity as the duly elected SHERIFF of CHEROKEE COUNTY, and his successors, hereinafter referred to as the "Sheriff."

WITNESSETH:

WHEREAS, the County operates a jail facility in accordance with State and local laws, standards, policies and procedures for the detention of persons charged with violations of statutes of the State of Georgia and County Ordinances;

WHEREAS, the Sheriff is recognized by law as the jailer of Cherokee County, in charge of the inmates in said jail; and

WHEREAS, the City of Canton either has no facility limited for the detention of persons arrested for violations of municipal ordinances and the City is desirous of entering into a contract with the County for the detention of persons charged with or convicted of violation of municipal ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.

WHEREAS, the City has adopted and adheres to the "Jail Construction and Staffing Act" requirements as presented in O.C.G.A. 15-21-90 and recognizes that the ten percent (10%) of all fines shall be paid to the County for the maintenance of the County Jail.

WITNESSETH, that to promote efficient law enforcement in the aforesaid City and County, the parties hereto have reached the agreement herein specified following the provision of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, and

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of said promises and in compliance with and following the provisions, terms, and conditions of the State of Statutes pertaining the subject hereto, the City and County do hereby contract with each other as follows:

1.

INTENT. It is the intent of this Agreement that, in pursuance of law enforcement in and for Canton and Cherokee County, the County and the Sheriff will accept and house inmates for the City.

2.

DEFINITIONS. As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "The County" shall mean Cherokee County.
- b. "The City" shall mean the City of Canton.
- c. The "County Commission" shall mean the Commissioner(s) of Cherokee County, Georgia.
- d. "Chairman" shall mean the Chief Administrative Officer of the County.
- e. "City Manager" shall mean the administrative head of the city government, appointed by the Canton City Council.
- f. The "City Council" shall mean the Canton City Council.
- g. "Jail" shall mean the **Cherokee County Jail** located at **498 Chattin Drive**.
- h. "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.
- i. "Officer in Charge" means the Sheriff of Cherokee County, or the person designated by him to have supervision of the jail.
- j. "Municipal Court" means the Court established by the ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.
- k. "Municipal Court Judge" means the Judge designated by the City to preside over the Municipal Court.
- l. "City Duty Officer" means the City Police Officer so designated by the Canton Chief of Police for each working shift at the City Police Department.
- m. "On-Site Medical" means the same medical care and services provided at the jail for inmates detained by Cherokee County.
- n. "Emergency Medical" means medical care and services provided inmates outside the jail, including the transportation and security for the inmates.
- p. "Standard Medical Supplies" includes aspirin, Band-Aid and similar materials (non-prescription) found in a standard first-aid kit.
- q. "Special Medical Supplies" means those supplies and drugs required for inmates with epilepsy, diabetes or other special medical problems.
- r. "Sheriff" is the Jailer of Cherokee County, Georgia.
- s. "Inmate Day" means all or any part of one calendar day beginning at 12:00 midnight and ending at 11:59 p.m.

3.

TERM. This Agreement shall commence on July 1, 1999, at 12:00 a.m., and shall terminate at midnight, December 31~~st~~, 1999.

4.

INITIAL OBLIGATIONS OF COUNTY. The County may accept into its jail such City inmates as the City has properly charged and are acceptable for

incarceration. The County shall provide for the secure custody, care and safekeeping of such inmates under state and local laws, standards, policies and procedures applicable to operating of the jail. The County shall furnish them food, clothing, on-site and emergency medical treatment, and standard medical supplies.

5.

INITIAL OBLIGATIONS OF CITY. The City agrees to transport inmates to the jail and release them to the custody of the officer in charge. In the event of overcrowding or other emergencies, the County refuses to accept a City inmate, the City shall bear the inmate to another suitable facility for housing of the city inmates and shall bear the cost for the same. Further, the City will be responsible for transporting the inmate to another suitable facility. Transportation of inmates to and from the jail to Municipal Court or to the City Police Department shall be performed by members of the Canton Police Department. Removal and return of the same inmate, on the same charges, in a 24-hour period by the City shall not constitute a new admission.

6.

SUPERVISION - RELEASE. All inmates accepted for incarceration by the jail shall be under the supervision and control of the Sheriff of Cherokee County. The County agrees to release City inmates to City Police Officers designated by the City Duty Officer on a time served basis. The City authorizes its Duty Officer designate to the Sheriff an early release date for any City inmate based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any City inmate upon transmittal of a written order. The Sheriff shall compute the maximum "good time allowance" for City inmates the same as for County inmates and that conversion of the computation of the City inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for operating the jail shall be equally applicable to City inmates. The Sheriff is granted the authority to enforce same, including the eligibility to work inmates within the confines of the jail and allow City inmates to serve as trustees.

8.

EXPENSE REIMBURSEMENT. Routine on-site medical treatment and standard medical supplies are covered by the Contract. To the extent that the Sheriff would be required to provide, and/or the County would be required to pay for, special medical supplies, dental services, emergency medical, and off-site extended medical for non-city inmates, the City shall pay for such services of its inmates and shall provide non-emergency transportation and security required for its inmates. Emergency medical transportation shall be at the discretion of the Sheriff. If there are costs for emergency medical treatment and necessary follow-up medical or hospital care required to its inmates as a result of the initial emergency care and treatment, the City shall bear same.

9.

INDEMNIFICATION. The City shall indemnify and hold harmless Cherokee County, its officers and employees, the Sheriff and his employees, from any and all claims, damages or expenses (including legal expenses incurred in defending actions or habeas corpus proceeding) arising out of, or related to, the arrest, detention, or imprisonment of persons charged with violations of City ordinances and detained in the County jail pursuant to the provisions of this Agreement, except that the City shall not be liable for any claims, damages, or expenses that may arise due to errors or omissions of any agent or employee of the County unless said errors or omissions are at the direction of the City.

10.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that all persons incarcerated on an offense against the laws of the Municipal Corporation shall be considered City inmates and chargeable to the City until released or booked on violation of State or Federal charges. A City Citation or Municipal Warrant is required at the time of incarceration for all City inmates. For those with which the initial lockups were by citation, follow up by Municipal Warrant must occur within 12 hours. A Municipal Hearing must be scheduled within 48 hours. Failure to adhere to either of the above three requirements will result in either the release of or the binding over to the appropriate County court for those charges applicable to state law.

11.

PAYMENTS BY CITY. It is contemplated by this Agreement that the City shall collect, pursuant to Georgia Law, ten percent (10%) surcharge as contained in the Jail Construction and Staffing Act. This ten percent (10%) surcharge shall be payable as collected to Cherokee County on the first day of each month, to provide a fund for the housing of City prisoners within the County jail. The City shall be entitled to house City prisoners within the County jail at a rate of thirty-five dollars (\$35.00) per inmate per day. This initial charge of thirty-five dollars (\$35.00) per day shall be set off against the fund established pursuant to the Jail Construction and Staffing Act. For the first year of this Agreement, the City shall provide an estimate to the County of the fines collected for the coming year. The City shall be entitled to a set off for this amount for the housing of municipal prisoners at a rate of thirty-five dollars (\$35.00) per day. Should this estimate for year one and the fund for each proceeding year be exceeded, then the City shall pay to the County for the housing of prisoners as follows:

The County shall bill the City for each inmate day provided on a monthly basis. Monthly billing shall list each City inmate, the specific dates of confinement for each, and the total days to be reimbursed; the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day). The bill shall be submitted to the City and shall be due and payable within thirty (30) days. All bills not paid within the thirty (30) days shall automatically bear a late charge in the amount of one percent (1%) per month for each delinquent month. The daily charge imposed by the County shall never be more than that imposed on other governmental bodies for boarding of inmates. All additional charges which the County is legally required to pay for City inmates, including but not limited to emergency medical, extended medical, dental, transportation and security, shall be

billed to the City and shall be due and payable on or before thirty (30) days after the date of said bill. All bills not paid within said thirty (30) day period shall bear a late charge in the amount of one percent (1%) per month for each delinquent month. The City shall receive a credit against any of said bills for any amounts paid pursuant to the ten percent (10%) surcharge equal or exceed the amount billed based on inmates daily occupancy or expenses as set forth herein, no sum shall be due and owing).

12.

CHANGE OF INMATE CHARGE. The per day inmate charge provided for in Paragraph 11 of this Agreement shall be the basic daily charge during the life of this Agreement; however, the same may be negotiated on an annual basis at any time after the first year of this Agreement by either party giving to the other party by December 1, written notice that it so desires. All rate charges shall be negotiated by the respective managers of the County and City Commissions and such changes shall take into consideration the daily cost associated with the housing of all inmates during the current annual accounting period, together with all increased costs incurred from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to inmates of the jail. In evaluating the increase or decrease on the basic daily charge, the parties may consider any criteria they deem reasonable and necessary to justify such change. The rate shall be renegotiated not more than once per year, after the Agreement has been effective for one (1) year; however, all increased costs resulting from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to the operation of the jail shall be documented by the County, furnished to the City, and consideration of an increase in per diem rates because of these increased costs shall be given immediately and any determination of an increased rate shall be effective immediately. Each party agrees to provide to the other fiscal information as may be required to make a reasonable and intelligent decision regarding such rate modification.

13.

EXTENSION OF AGREEMENT. The City may extend this Agreement for an additional period of one (1) year(s) by giving written notice of such intention to the County at least six (6) months prior to the expiration of the original term. Said extension shall be on the same terms and conditions as set forth in this original Agreement, with the understanding that the per diem rate may be increased or decreased annually as provided in this original Agreement.

14.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time, upon ninety (90) days notice in writing delivered by Certified Mail to the respective manager of the County or the City.

15.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, return receipt requested, addressed as follows:

As to the County: Board of Commissioners

90 North Street
Suite 310
Canton, GA 30114

As to the City: CITY MANAGER of the City of Canton
687 Marietta Highway
Canton, Georgia 30114

As to the Sheriff: SHERIFF ROGER GARRISON
Cherokee County Sheriff's Office
498 Chattin Drive
Canton, GA 30114

16.

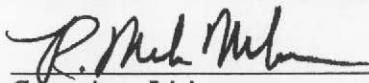
CHANGES IN WRITING. This Agreement cannot be amended, modified, changed, altered, or terminated except by a writing signed by the parties of proper authority.

17.

FULL FORCE AND EFFECT. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.

IN WITNESS WHEREOF, the City and the County have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the **Board of Commissioners of Cherokee County**, and upon the minutes of the **Mayor and Council of the City of Canton**, respectively, on the day and year first written above.

APPROVED AS TO FORM:



County Attorney
Cherokee County, Georgia

APPROVED BY THE BOARD OF
COMMISSIONERS OF CHEROKEE
COUNTY, GEORGIA this 11th
day of June, 1999.

BY: Judy McLane
(Chairman)

ATTEST: Karen S. Huey
(County Clerk)

APPROVED AND AUTHORIZED BY THE
MAYOR AND COUNCIL OF THE CITY
OF CANTON, this 24th day of
June, 1999.

BY: Cecil Priest
(Mayor)

[Signature]
City Attorney
City of Canton, Georgia

ATTEST: Diana M. Shreeth
(City Clerk)

By the Sheriff of Cherokee County, Georgia, this 25 day of
June, 1999.
[Signature]
ROGER GARRISON, Sheriff

LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS LAW ENFORCEMENT MUTUAL AID AGREEMENT, made this
1 day of April, 1996, by and between the
Cherokee County Sheriff's Office, an agency of the State of Georgia, sometimes
hereinafter referred to as "the Sheriff" and City of Holly Springs
Police Department, a
body corporate and politic of the State of Georgia, sometimes hereinafter referred
to as "Agency".

WHEREAS, it is in the public interest that police and sheriff's
departments throughout the State of Georgia cooperate to the greatest extent
possible to provide prompt, effective, and professional police services; and

WHEREAS, portions of the boundaries of Cherokee County are in close
proximity or contiguous to portions of the boundaries of the undersigned agency
with similar law enforcement problems; and

WHEREAS, all police officers, deputy sheriffs (hereinafter sometimes
called "police") are trained in current law enforcement techniques and have
completed a course of training prescribed by Georgia Law pursuant to
O.C.G.A. §35-8-1, et seq. of the Annotated Code of Georgia; and

WHEREAS, police officials of both parties are aware that from time to
time emergency situations have developed at locations and times in either
jurisdiction when sufficient police resources were not immediately available to
enable police to render prompt, effective, and professional service to the public;
and

WHEREAS, the Sheriff and the undersigned agency are desirous of
extending prompt, effective and professional police service to the public to the
extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Article IX, Section II, Paragraph III of the Annotated Code of Georgia, the parties enter into this Police Mutual Aid Agreement.

NOW, THEREFORE, the Sheriff and the undersigned agency do hereby agree as follows:

1.

Whenever, in the judgment of the Sheriff of Cherokee County or the undersigned law enforcement official, or, in the event of their absence or unavailability, an officer designated by either the undersigned law enforcement official or the Sheriff, an emergency situation occurs and the law enforcement agency in the jurisdiction where the emergency occurs does not have sufficient police or equipment immediately available to properly handle the emergency, the Sheriff or undersigned law enforcement official, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to the undersigned law enforcement official or agency or the Sheriff of Cherokee County, or, in the event of their absence or unavailability, an officer designated by either. If, in the judgment of the designated officer of the jurisdiction to whom the request has been made, an emergency does exist and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for adequate protection of that agency. The Sheriff or the undersigned law enforcement official or agency shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance.

Notwithstanding anything to the contrary herein, the agreement shall not be construed to authorize the Sheriff to "deputize" the law enforcement officers of the undersigned agency as officers and deputies of the Sheriff.

2.

The term "emergency", as used in this agreement, may include, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a bomb threat, a natural disaster, accident or similar circumstance where prompt police action requiring more than one officer or specialized equipment is required.

3.

The manner of providing assistance, as set forth in this agreement, shall not affect the authority granted police officers in matters involving fresh pursuit as provided in Article IX, Section II, Paragraph III, Annotated Code of Georgia.

4.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, the parties acknowledge that the acts performed in furtherance of this agreement by police officers or other officers, agents, or employees and the expenditures made by the Sheriff and Cherokee County shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by the jurisdictions when acting through its police officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the territorial limits of the parties.

5.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, the parties acknowledge that the police officers, agents, and employees, when acting in furtherance of authority of this agreement beyond the territorial limits of the jurisdictions in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances, and regulations and have all the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdictions in which they are commissioned or employed.

6.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, each of the parties to this agreement agree that:

(a) The Sheriff will indemnify undersigned agency from all claims by third parties against the undersigned agency for property damage or personal injury which might arise out of the activity covered in police mutual aid agreement while the undersigned agency's personnel or equipment are in Cherokee County responding to the Sheriff's request for aid.

(b) In exactly the same manner as in (a) above, the undersigned agency will indemnify the Sheriff for all claims by third parties against the Sheriff for property damage or personal injury while the Sheriff's personnel or equipment are in the jurisdiction of the undersigned agency.

(c) The undersigned agency shall waive all claims it might have against the Sheriff for property damage or personal injury arising out of this agreement while the undersigned law enforcement agency's personnel or equipment are in the jurisdiction of Cherokee County responding to said Sheriff's request for aid.

(d) Cherokee County will waive all claims it might have against the undersigned agency for property damage or personal injury arising out of this agreement while Cherokee County Sheriff's office personnel or equipment are in the jurisdiction of the undersigned agency when responding to said agency's request for aid.

7.

Each party to this agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to the indemnification provisions of Paragraph 7. This cooperation will include the following:

- (a) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;
- (b) Permit a party to this agreement to conduct a parallel independent investigation of any accident or incident; and
- (c) Make personnel, records and equipment available for purposes of the defense of any claim or suit.

8.

Pursuant to Article IX, Section II, Paragraph III of the Annotated Code of Georgia, all personnel provided by the neighboring jurisdictions shall report to and obey the orders of the senior police officer of the jurisdiction requesting the aid.

9.

Radio communication between the jurisdictions shall be coordinated through the Communications Section of each party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff of Cherokee

County and the undersigned law enforcement official of the undersigned agency or, in their absence, the senior ranking commissioned police officer.


10.

Pursuant to Article IX, Section II, Paragraph III of the Annotated Code of Georgia, this Police Mutual Aid Agreement shall commence upon execution by all parties and remain in effect until either party hereto cancels its participation in this Agreement by sending a written notice thirty (30) days prior to the cancellation from the Sheriff to the undersigned agency or from the undersigned agency to the Sheriff.


AS WITNESS the hand(s) and seal(s) of the parties the day and year first above written.

WITNESS/ATTEST:

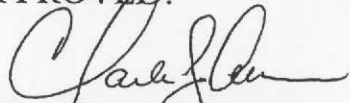
CHEROKEE COUNTY SHERIFF'S OFFICE

BY: 
ROGER D. GARRISON, SHERIFF

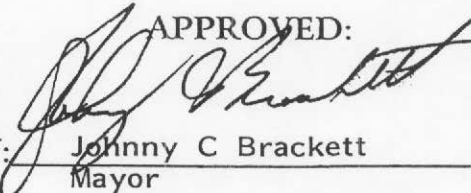
Reviewed for form and legal sufficiency and approved for execution this 15th day of April, 1996.


R. MARK MAHLER, COUNTY ATTORNEY

APPROVED:


BY: Charles J. Allen, Sr.
Chief of Police

APPROVED:


BY: Johnny C Brackett
Mayor

JAIL CONTRACT

STATE OF GEORGIA

CHEROKEE COUNTY

THIS AGREEMENT, made this 1st day of July, 1999 by and between the City of Ball Ground, GEORGIA, a municipal corporation of the State of Georgia, hereinafter called "the City," and **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, by and through the **BOARD OF COMMISSIONERS of CHEROKEE COUNTY**, hereinafter called "the County," approved by ROGER GARRISON in his capacity as the duly elected SHERIFF of CHEROKEE COUNTY, and his successors, hereinafter referred to as the "Sheriff."

WITNESSETH:

WHEREAS, the County operates a jail facility in accordance with Federal, State and local laws, standards, policies and procedures for the detention of persons charged with violations of statutes of the State of Georgia and County Ordinances;

WHEREAS, the Sheriff is recognized by law as the jailer of Cherokee County, in charge of the inmates in said jail; and

WHEREAS, the City of Ball Ground either has no facility limited for the detention of persons arrested for violations of municipal ordinances and the City is desirous of entering into a contract with the County for the detention of persons charged with or convicted of violation of municipal ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.

WHEREAS, the City has adopted and adheres to the "Jail Construction and Staffing Act" requirements as presented in O.C.G.A. 15-21-90 and recognizes that the ten percent (10%) of all fines shall be paid to the County for the maintenance of the County Jail.

WITNESSETH, that to promote efficient law enforcement in the aforesaid City and County, the parties hereto have reached the agreement herein specified following the provision of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, and

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of said promises and in compliance with and following the provisions, terms, and conditions of the State of Georgia Statutes pertaining to the subject hereto, the City and County do hereby contract with each other as follows:

1.

INTENT. It is the intent of this Agreement that, in pursuance of law enforcement in and for Ball Ground and Cherokee County, the County and the Sheriff will accept and house inmates for the City.

2.

DEFINITIONS. As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "The County" shall mean Cherokee County.
- b. "The City" shall mean the City of Ball Ground.
- c. The "County Commission" shall mean the Commissioner(s) of Cherokee County, Georgia.
- d. "Chairman" shall mean the Chief Administrative Officer of the County.
- e. "City Manager" shall mean the administrative head of the city government, appointed by the Ball Ground City Council.
- f. The "City Council" shall mean the Ball Ground City Council.
- g. "Jail" shall mean the **Cherokee County Jail** located at **498 Chattin Drive**.
- h. "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.
- i. "Officer in Charge" means the Sheriff of Cherokee County, or the person designated by him to have supervision of the jail.
- j. "Municipal Court" means the Court established by the ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.
- k. "Municipal Court Judge" means the Judge designated by the City to preside over the Municipal Court.
- l. "City Duty Officer" means the City Police Officer so designated by the Ball Ground Chief of Police for each working shift at the City Police Department.
- m. "On-Site Medical" means the same medical care and services provided at the jail for inmates detained by Cherokee County.
- n. "Emergency Medical" means medical care and services provided inmates outside the jail, including the transportation and security for the inmates.
- p. "Standard Medical Supplies" includes aspirin, Band-Aid and similar materials (non-prescription) found in a standard first-aid kit.
- q. "Special Medical Supplies" means those supplies and drugs required for inmates with epilepsy, diabetes or other special medical problems.
- r. "Sheriff" is the Jailer of Cherokee County, Georgia.
- s. "Inmate Day" means all or any part of one calendar day beginning at 12:00 midnight and ending at 11:59 p.m.

3.

TERM. This Agreement shall commence on July 1st, 1999, at 12:00 a.m., and shall terminate at midnight, December 31st, 1999.

4.

INITIAL OBLIGATIONS OF COUNTY. The County may accept into its jail such City inmates as the City has properly charged and are acceptable for incarceration. The County shall provide for the secure custody, care and safekeeping of such inmates under state and local laws, standards, policies and procedures applicable to operating of the jail. The County shall furnish them food, clothing, on-site and emergency medical treatment, and standard medical supplies.

5.

INITIAL OBLIGATIONS OF CITY. The City agrees to transport inmates to the jail and release them to the custody of the officer in charge. In the event of overcrowding or other emergencies, the County refuses to accept a City inmate, the City shall bear the inmate to another suitable facility for housing of the city inmates and shall bear the cost for the same. Further, the City will be responsible for transporting the inmate to another suitable facility. Transportation of inmates to and from the jail to Municipal Court or to the City Police Department shall be performed by members of the Ball Ground Police Department. Removal and return of the same inmate, on the same charges, in a 24-hour period by the City shall not constitute a new admission.

6.

SUPERVISION - RELEASE. All inmates accepted for incarceration by the jail shall be under the supervision and control of the Sheriff of Cherokee County. The County agrees to release City inmates to City Police Officers designated by the City Duty Officer on a time served basis. The City authorizes its Duty Officer designate to the Sheriff an early release date for any City inmate based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any City inmate upon transmittal of a written order. The Sheriff shall compute the maximum "good time allowance" for City inmates the same as for County inmates and that conversion of the computation of the City inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for operating the jail shall be equally applicable to City inmates. The Sheriff is granted the authority to enforce same, including the eligibility to work inmates within the confines of the jail and allow City inmates to serve as trustees.

8.

EXPENSE REIMBURSEMENT. Routine on-site medical treatment and standard medical supplies are covered by the Contract. To the extent that the Sheriff would be required to provide, and/or the County would be required to pay for, special medical supplies, dental services, emergency medical, and off-site extended medical for non-city inmates, the City shall pay for such services of its inmates and shall provide non-emergency transportation and security required for its inmates. Emergency medical transportation shall be at the discretion of the Sheriff. If there are costs for emergency medical treatment and necessary follow-up medical or hospital care required to its inmates as a result of the initial emergency care and treatment, the City shall bear same.

9.

INDEMNIFICATION. The City shall indemnify and hold harmless Cherokee County, its officers and employees, the Sheriff and his employees, from any and all claims, damages or expenses (including legal expenses incurred in defending actions or habeas corpus proceeding) arising out of, or related to, the arrest, detention, or imprisonment of persons charged with violations of City ordinances and detained in the County jail pursuant to the provisions of this Agreement, except that the City shall not be liable for any claims,

damages, or expenses that may arise due to errors or omissions of any agent or employee of the County unless said errors or omissions are at the direction of the City.

10.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that all persons incarcerated on an offense against the laws of the Municipal Corporation shall be considered City inmates and chargeable to the City until released or booked on violation of State or Federal charges. A City Citation or Municipal Warrant is required at the time of incarceration for all City inmates. For those with which the initial lockups were by citation, follow up by Municipal Warrant must occur within 12 hours. A Municipal Hearing must be scheduled within 48 hours. Failure to adhere to either of the above three requirements will result in either the release of or the binding over to the appropriate County court for those charges applicable to state law.

11.

PAYMENTS BY CITY. It is contemplated by this Agreement that the City shall collect, pursuant to Georgia Law, ten percent (10%) surcharge as contained in the Jail Construction and Staffing Act. This ten percent (10%) surcharge shall be payable as collected to Cherokee County on the first day of each month, to provide a fund for the housing of City prisoners within the County jail. The City shall be entitled to house City prisoners within the County jail at a rate of thirty-five dollars (\$35.00) per inmate per day. This initial charge of thirty-five dollars (\$35.00) per day shall be set off against the fund established pursuant to the Jail Construction and Staffing Act. For the first year of this Agreement, the City shall provide an estimate to the County of the fines collected for the coming year. The City shall be entitled to a set off for this amount for the housing of municipal prisoners at a rate of thirty-five dollars (\$35.00) per day. Should this estimate for year one and the fund for each proceeding year be exceeded, then the City shall pay to the County for the housing of prisoners as follows:

The County shall bill the City for each inmate day provided on a monthly basis. Monthly billing shall list each City inmate, the specific dates of confinement for each, and the total days to be reimbursed; the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day). The bill shall be submitted to the City and shall be due and payable within thirty (30) days. All bills not paid within the thirty (30) days shall automatically bear a late charge in the amount of one percent (1%) per month for each delinquent month. The daily charge imposed by the County shall never be more than that imposed on other governmental bodies for boarding of inmates. All additional charges which the County is legally required to pay for City inmates, including but not limited to emergency medical, extended medical, dental, transportation and security, shall be billed to the City and shall be due and payable on or before thirty (30) days after the date of said bill. All bills not paid within said thirty (30) day period shall bear a late charge in the amount of one percent (1%) per month for each delinquent month. The City shall receive a credit against any of said bills for any amounts paid pursuant to the ten percent (10%) surcharge equal or exceed the amount billed based on inmates daily occupancy or expenses as set forth herein, no sum shall be due and owing).

12.

CHANGE OF INMATE CHARGE. The per day inmate charge provided for in Paragraph 11 of this Agreement shall be the basic daily charge during the

life of this Agreement; however, the same may be negotiated on an annual basis at any time after the first year of this Agreement by either party giving to the other party by December 1, written notice that it so desires.

All rate charges shall be negotiated by the respective managers of the County and City Commissions and such changes shall take into consideration the daily cost associated with the housing of all inmates during the current annual accounting period, together with all increased costs incurred from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to inmates of the jail. In evaluating the increase or decrease on the basic daily charge, the parties may consider any criteria they deem reasonable and necessary to justify such change. The rate shall be renegotiated not more than once per year, after the Agreement has been effective for one (1) year; however, all increased costs resulting from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to the operation of the jail shall be documented by the County, furnished to the City, and consideration of an increase in per diem rates because of these increased costs shall be given immediately and any determination of an increased rate shall be effective immediately. Each party agrees to provide to the other fiscal information as may be required to make a reasonable and intelligent decision regarding such rate modification.

13.

EXTENSION OF AGREEMENT. The City may extend this Agreement for an additional period of one (1) year(s) by giving written notice of such intention to the County at least six (6) months prior to the expiration of the original term. Said extension shall be on the same terms and conditions as set forth in this original Agreement, with the understanding that the per diem rate may be increased or decreased annually as provided in this original Agreement.

14.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time, upon ninety (90) days notice in writing delivered by Certified Mail to the respective manager of the County or the City.

15.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, return receipt requested, addressed as follows:

As to the County: Board of Commissioners
90 North Street
Suite 310
Canton, GA 30114

As to the City: MAYOR AND COUNCIL of the City of Ball Ground
P.O. Box 285
Ball Ground, Georgia 30107

As to the Sheriff: SHERIFF ROGER GARRISON
Cherokee County Sheriff's Office
498 Chattin Drive
Ball Ground, GA 30114

16.

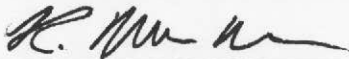
CHANGES IN WRITING. This Agreement cannot be amended, modified, changed, altered, or terminated except in writing signed by the parties of proper authority.

17.

FULL FORCE AND EFFECT. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.

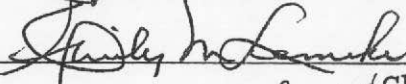
IN WITNESS WHEREOF, the City and the County have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the Board of Commissioners of Cherokee County, and upon the minutes of the Mayor and Council of the City of Ball Ground, respectively, on the day and year first written above.

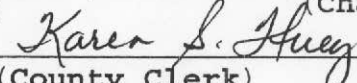
APPROVED AS TO FORM:



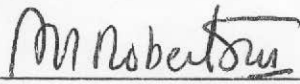
County Attorney
Cherokee County, Georgia

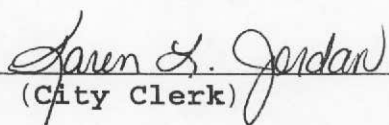
APPROVED BY THE BOARD OF
COMMISSIONERS OF CHEROKEE
COUNTY, GEORGIA this 28th
day of September, 1999.


BY: 
(Chairman)

ATTEST: 
(County Clerk)

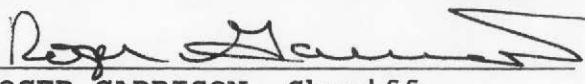
APPROVED AND AUTHORIZED BY THE
MAYOR AND COUNCIL OF THE CITY
OF BALL GROUND, this 2nd
day of October, 1999.

BY: 
(Mayor)

ATTEST: 
(City Clerk)


City Attorney
City of Ball Ground, Georgia

By the Sheriff of Cherokee County, Georgia, this 28 day of
Sept, 1999.


ROGER GARRISON, Sheriff

JAIL CONTRACT

STATE OF GEORGIA

CHEROKEE COUNTY

THIS AGREEMENT, made this 20th day of September, 1999 by and between the City of Holly Springs, GEORGIA, a municipal corporation of the State of Georgia, hereinafter called "the City," and **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, by and through the **BOARD OF COMMISSIONERS of CHEROKEE COUNTY**; hereinafter called "the County," approved by ROGER GARRISON in his capacity as the duly elected SHERIFF of CHEROKEE COUNTY, and his successors, hereinafter referred to as the "Sheriff."

WITNESSETH:

WHEREAS, the County operates a jail facility in accordance with Federal, State and local laws, standards, policies and procedures for the detention of persons charged with violations of statutes of the State of Georgia and County Ordinances;

WHEREAS, the Sheriff is recognized by law as the jailer of Cherokee County, in charge of the inmates in said jail; and

WHEREAS, the City of Holly Springs either has no facility limited for the detention of persons arrested for violations of municipal ordinances and the City is desirous of entering into a contract with the County for the detention of persons charged with or convicted of violation of municipal ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.

WHEREAS, the City has adopted and adheres to the "Jail Construction and Staffing Act" requirements as presented in O.C.G.A. 15-21-90 and recognizes that the ten percent (10%) of all fines shall be paid to the County for the maintenance of the County Jail.

WITNESSETH, that to promote efficient law enforcement in the aforesaid City and County, the parties hereto have reached the agreement herein specified following the provision of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, and

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of said promises and in compliance with and following the provisions, terms, and conditions of the State of Georgia Statutes pertaining to the subject hereto, the City and County do hereby contract with each other as follows:

1.

INTENT. It is the intent of this Agreement that, in pursuance of law enforcement in and for Holly Springs and Cherokee County, the County and the Sheriff will accept and house inmates for the City.

2.

DEFINITIONS. As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "The County" shall mean Cherokee County.
- b. "The City" shall mean the City of Holly Springs.
- c. The "County Commission" shall mean the Commissioner(s) of Cherokee County, Georgia.
- d. "Chairman" shall mean the Chief Administrative Officer of the County.
- e. "City Manager" shall mean the administrative head of the city government, appointed by the Holly Springs City Council.
- f. The "City Council" shall mean the Holly Springs City Council.
- g. "Jail" shall mean the **Cherokee County Jail** located at **498 Chattin Drive.**
- h. "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.
- i. "Officer in Charge" means the Sheriff of Cherokee County, or the person designated by him to have supervision of the jail.
- j. "Municipal Court" means the Court established by the ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.
- k. "Municipal Court Judge" means the Judge designated by the City to preside over the Municipal Court.
- l. "City Duty Officer" means the City Police Officer so designated by the Holly Springs Chief of Police for each working shift at the City Police Department.
- m. "On-Site Medical" means the same medical care and services provided at the jail for inmates detained by Cherokee County.
- n. "Emergency Medical" means medical care and services provided inmates outside the jail, including the transportation and security for the inmates.
- p. "Standard Medical Supplies" includes aspirin, Band-Aid and similar materials (non-prescription) found in a standard first-aid kit.
- q. "Special Medical Supplies" means those supplies and drugs required for inmates with epilepsy, diabetes or other special medical problems.
- r. "Sheriff" is the Jailer of Cherokee County, Georgia.
- s. "Inmate Day" means all or any part of one calendar day beginning at 12:00 midnight and ending at 11:59 p.m.

3.

TERM. This Agreement shall commence on July 1st, 1999, at 12:00 a.m., and shall terminate at midnight, December 31st, 1999.

4.

INITIAL OBLIGATIONS OF COUNTY. The County may accept into its jail such City inmates as the City has properly charged and are acceptable for incarceration. The County shall provide for the secure custody, care and safekeeping of such inmates under state and local laws, standards, policies and procedures applicable to operating of the jail. The County shall furnish them food, clothing, on-site and emergency medical treatment, and standard medical supplies.

5.

INITIAL OBLIGATIONS OF CITY. The City agrees to transport inmates to the jail and release them to the custody of the officer in charge. In the event of overcrowding or other emergencies, the County refuses to accept a City inmate, the City shall bear the inmate to another suitable facility for housing of the city inmates and shall bear the cost for the same. Further, the City will be responsible for transporting the inmate to another suitable facility. Transportation of inmates to and from the jail to Municipal Court or to the City Police Department shall be performed by members of the Holly Springs Police Department. Removal and return of the same inmate, on the same charges, in a 24-hour period by the City shall not constitute a new admission.

6.

SUPERVISION - RELEASE. All inmates accepted for incarceration by the jail shall be under the supervision and control of the Sheriff of Cherokee County. The County agrees to release City inmates to City Police Officers designated by the City Duty Officer on a time served basis. The City authorizes its Duty Officer designate to the Sheriff an early release date for any City inmate based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any City inmate upon transmittal of a written order. The Sheriff shall compute the maximum "good time allowance" for City inmates the same as for County inmates and that conversion of the computation of the City inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for operating the jail shall be equally applicable to City inmates. The Sheriff is granted the authority to enforce same, including the eligibility to work inmates within the confines of the jail and allow City inmates to serve as trustees.

8.

EXPENSE REIMBURSEMENT. Routine on-site medical treatment and standard medical supplies are covered by the Contract. To the extent that the Sheriff would be required to provide, and/or the County would be required to pay for, special medical supplies, dental services, emergency medical, and off-site extended medical for non-city inmates, the City shall pay for such services of its inmates and shall provide non-emergency transportation and security required for its inmates. Emergency medical transportation shall be at the discretion of the Sheriff. If there are costs for emergency medical treatment and necessary follow-up medical or hospital care required to its inmates as a result of the initial emergency care and treatment, the City shall bear same.

9.

INDEMNIFICATION. The City shall indemnify and hold harmless Cherokee County, its officers and employees, the Sheriff and his employees, from any and all claims, damages or expenses (including legal expenses incurred in defending actions or habeas corpus proceeding) arising out of, or related to, the arrest, detention, or imprisonment of persons charged with violations of City ordinances and detained in the County jail pursuant to the provisions of this Agreement, except that the City shall not be liable for any claims, damages, or expenses that may arise due to errors or omissions of any agent

or employee of the County unless said errors or omissions are at the direction of the City.

10.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that all persons incarcerated on an offense against the laws of the Municipal Corporation shall be considered City inmates and chargeable to the City until released or booked on violation of State or Federal charges. A City Citation or Municipal Warrant is required at the time of incarceration for all City inmates. For those with which the initial lockups were by citation, follow up by Municipal Warrant must occur within 12 hours. A Municipal Hearing must be scheduled within 48 hours. Failure to adhere to either of the above three requirements will result in either the release of or the binding over to the appropriate County court for those charges applicable to state law.

11.

PAYMENTS BY CITY. It is contemplated by this Agreement that the City shall collect, pursuant to Georgia Law, ten percent (10%) surcharge as contained in the Jail Construction and Staffing Act. This ten percent (10%) surcharge shall be payable as collected to Cherokee County on the first day of each month, to provide a fund for the housing of City prisoners within the County jail. The City shall be entitled to house City prisoners within the County jail at a rate of thirty-five dollars (\$35.00) per inmate per day. This initial charge of thirty-five dollars (\$35.00) per day shall be set off against the fund established pursuant to the Jail Construction and Staffing Act. For the first year of this Agreement, the City shall provide an estimate to the County of the fines collected for the coming year. The City shall be entitled to a set off for this amount for the housing of municipal prisoners at a rate of thirty-five dollars (\$35.00) per day. Should this estimate for year one and the fund for each proceeding year be exceeded, then the City shall pay to the County for the housing of prisoners as follows:

The County shall bill the City for each inmate day provided on a monthly basis. Monthly billing shall list each City inmate, the specific dates of confinement for each, and the total days to be reimbursed; the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day). The bill shall be submitted to the City and shall be due and payable within thirty (30) days. All bills not paid within the thirty (30) days shall automatically bear a late charge in the amount of one percent (1%) per month for each delinquent month. The daily charge imposed by the County shall never be more than that imposed on other governmental bodies for boarding of inmates. All additional charges which the County is legally required to pay for City inmates, including but not limited to emergency medical, extended medical, dental, transportation and security, shall be billed to the City and shall be due and payable on or before thirty (30) days after the date of said bill. All bills not paid within said thirty (30) day period shall bear a late charge in the amount of one percent (1%) per month for each delinquent month. The City shall receive a credit against any of said bills for any amounts paid pursuant to the ten percent (10%) surcharge equal or exceed the amount billed based on inmates daily occupancy or expenses as set forth herein, no sum shall be due and owing).

12.

CHANGE OF INMATE CHARGE. The per day inmate charge provided for in Paragraph 11 of this Agreement shall be the basic daily charge during the life of this Agreement; however, the same may be negotiated on an annual basis at any time after the first year of this Agreement by either party giving to the other party by December 1, written notice that it so desires. All rate charges shall be negotiated by the respective managers of the

County and City Commissions and such changes shall take into consideration the daily cost associated with the housing of all inmates during the current annual accounting period, together with all increased costs incurred from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to inmates of the jail. In evaluating the increase or decrease on the basic daily charge, the parties may consider any criteria they deem reasonable and necessary to justify such change. The rate shall be renegotiated not more than once per year, after the Agreement has been effective for one (1) year; however, all increased costs resulting from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to the operation of the jail shall be documented by the County, furnished to the City, and consideration of an increase in per diem rates because of these increased costs shall be given immediately and any determination of an increased rate shall be effective immediately. Each party agrees to provide to the other fiscal information as may be required to make a reasonable and intelligent decision regarding such rate modification.

13.

EXTENSION OF AGREEMENT. The City may extend this Agreement for an additional period of one (1) year(s) by giving written notice of such intention to the County at least six (6) months prior to the expiration of the original term. Said extension shall be on the same terms and conditions as set forth in this original Agreement, with the understanding that the per diem rate may be increased or decreased annually as provided in this original Agreement.

14.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time, upon ninety (90) days notice in writing delivered by Certified Mail to the respective manager of the County or the City.

15.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, return receipt requested, addressed as follows:

As to the County: Board of Commissioners
90 North Street
Suite 310
Canton, GA 30114

As to the City: MAYOR AND COUNCIL of the City of Holly Springs
P.O. Box 90
Holly Springs, Georgia 30142

As to the Sheriff: SHERIFF ROGER GARRISON
Cherokee County Sheriff's Office
498 Chattin Drive
Holly Springs, GA 30114

16.


CHANGES IN WRITING. This Agreement cannot be amended, modified, changed, altered, or terminated except in writing signed by the parties of proper authority.

17.

FULL FORCE AND EFFECT. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.

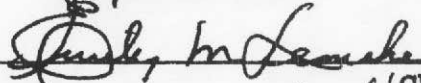
IN WITNESS WHEREOF, the City and the County have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the **Board of Commissioners of Cherokee County**, and upon the minutes of the **Mayor and Council of the City of Holly Springs**, respectively, on the day and year first written above.

APPROVED AS TO FORM:

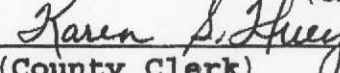


County Attorney
Cherokee County, Georgia

APPROVED BY THE BOARD OF
COMMISSIONERS OF CHEROKEE
COUNTY, GEORGIA this 28th
day of September, 1999.

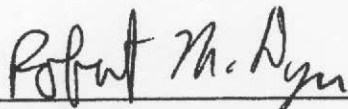
BY: 

(Chairman)


ATTEST: 

(County Clerk)

APPROVED AND AUTHORIZED BY THE
MAYOR AND COUNCIL OF THE CITY
OF HOLLY SPRINGS, this 20
day of Sept, 1999.



City Attorney
City of Holly Springs, Georgia

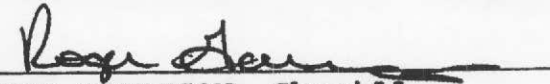
BY: 

(Mayor)

ATTEST: 

(City Clerk)

By the Sheriff of Cherokee County, Georgia, this 28th day of
September, 1999.



ROGER GARRISON, Sheriff

STATE OF GEORGIA
COUNTY OF CHEROKEE

RESOLUTION NO. 98-R-63

ANNEXATION DISPUTE RESOLUTION

The City of Canton, acting by and through it's Mayor and City Council, and Cherokee County, acting by and through it's Board of Commissioners, hereby agrees to implement the following process for resolving land use disputes over annexation, effective July 1, 1998, in accordance with O.C.G.A. § 36-70-24(4)(c).

1. Prior to initiating any formal annexation activities, the City will notify the County government of a proposed annexation and provide information on the location of the property, the size of the area, and the proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

Within 10 working days following receipt of the above information, the County will forward to the City a statement either: (a) indicating that the County has no objection to the proposed land use for the property; or (b) describing its *bona fide* objection(s) to the City's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the County's objection(s);

2. If the County has no objection to the City's proposed land use or zoning classification, the City is free to proceed with the annexation. If the County fails to respond to the City's notice in writing within the deadline, the City is free to proceed with the annexation and the County loses its right to invoke the dispute resolution process, stop the annexation, or object to land use changes after the annexation.
3. If the County notifies the City that it has a *bona fide* land use classification objection(s), the City will respond to the county in writing within 10 working days of receiving the County's objection(s) by either: (a) agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); (b) agreeing with the County and stopping action on the proposed annexation; or (c) initiating a 30-day (maximum) mediation process to discuss possible compromises.
4. If the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.
5. If no resolution of the County's *bona fide* land use classification objection(s) result from the mediation, the City may: (a) choose not to proceed with annexation; or (b)

disagree that the County's objection(s) are *bona fide* and notify the County that the City will seek a declaratory judgment in court.

6. If the City and County reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the City and County governments and the property owner(s).

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the City, the County, and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

ATTEST:

Diana Threewitt
DIANA THREEWITT, CITY CLERK

CITY OF CANTON

BY: Cecil Pruett
CECIL PRUETT, MAYOR

ATTEST:

Karen S. Huey
KAREN S. HUEY, COUNTY CLERK

BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY

BY: Hollis Q. Lathem
HOLLIS Q. LATHEM, CHAIRMAN

STATE OF GEORGIA
COUNTY OF CHEROKEE

RESOLUTION NO. 98-R-69

ANNEXATION DISPUTE RESOLUTION

The City of Holly Springs, acting by and through it's Mayor and City Council, and Cherokee County, acting by and through it's Board of Commissioners, hereby agrees to implement the following process for resolving land use disputes over annexation, effective July 1, 1998, in accordance with O.C.G.A. 36-70-24(4)(c).

1. Prior to initiating any formal annexation activities, the City will notify the County government of a proposed annexation and provide information on the location of the property, the size of the area, and the proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

Within 10 working days following receipt of the above information, the County will forward to the City a statement either; (a) indicating that the County has no objection to the proposed land use for the property; or (b) describing its *bona fide* objections(s) to the City's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the County's objection(s);

2. If the County has no objection to the City's proposed land use or zoning classification, the City is free to proceed with the annexation. If the County fails to respond to the City's notice in writing within the deadline, the City is free to proceed with the annexation and the County loses its right to invoke the dispute resolution process, stop the annexation, or object to land use changes after the annexation.
3. If the County notifies the City that it has a *bona fide* land use classification objection(s), the City will respond to the County in writing within 10 working days of receiving the County's objection(s) by either; (a) agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); (b) agreeing with the County and stopping action on the proposed annexation; or (c) initiating a 30-day (maximum) mediation process to discuss possible compromises.

4. If the City initiates mediation, the city and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.
5. If no resolution of the County's *bona fide* land use classification objection(s) result from the mediation, the City may: (a) choose not to proceed with annexation; or (b) disagree that the County's objection(s) are *bona fide* and notify the County that the city will seek a declaratory judgment in court.
6. If the City and County reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the City and County governments and the property owner(s).

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the City, the County, and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

ATTEST:

Betty Cloer
BETTY CLOER, CITY CLERK

CITY OF HOLLY SPRINGS

BY: Henry 'Pat' Patrick
HENRY (PAT) PATRICK, MAYOR

ATTEST:

Karen S. Huey
KAREN S. HUEY, COUNTY CLERK

BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY

BY: Hollis Q. Lathem
HOLLIS Q. LATHEM, CHAIRMAN

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN CHEROKEE COUNTY, GEORGIA AND
THE MUNICIPALITIES OF BALL GROUND, CANTON, HOLLY SPRINGS,
MOUNTAIN PARK, NELSON, WALESKA AND WOODSTOCK**

Whereas, the Board of Commissioners of Cherokee County, Georgia (hereinafter referred to as "County") and the municipalities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska and Woodstock (hereinafter referred to as the "Cities") agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

Whereas, the Service Delivery for Cherokee County identified the following services: Airport Authority; Animal Shelter; Court Services; Development Authority; Fire/EMA/911 Operations; Health Department; Library Services; Marshal's Office/Animal Control; Parks and Recreation; Planning and Zoning; Public Works, Roads & Bridges; Senior Services; Sheriff's Office; Voter Registration/Elections; Water and Sewer Authority. In several cases, both the County and the Cities provide these services or a variation of the same services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITIES AND COUNTY AS FOLLOWS:

Section 1: Public Works/Roads and Bridges

While both the County and the cities contract with the private sector for large road construction and repair projects, and each government confronts somewhat unique street and road maintenance demands, both paving and the surfacing of roads. If the County could coordinate the paving and resurfacing of roads and streets located inside the cities, there could very well be efficiency gains and cost savings. At this time, however, that is not possible.

Section 2: Fire Training and Facilities

Despite the fact that the County and the cities desire to maintain and lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, all require fire training and facilities. There has been some progress made as far as combining the fire services for several of the municipalities with those of the County, and for those who did not wish to merge, such as the larger cities of Canton and Woodstock, we have Mutual Aid Agreements.

Section 3: Land Use and Development

The County and cities agree that it is in their mutual interest to work cooperatively to resolve land use conflicts and disputes, whether through zoning or by annexations, and both have mutually agreed to enter into the Land Dispute Resolution process if they cannot be otherwise resolved.

Section 4: Water and Sewer Delivery

As the Cherokee County Water and Sewer Authority is a separate entity created by local legislation in the General Assembly, the County and the cities must each deal with these issues as the need arises. In some cases, the cities themselves negotiate for services with the Water Authority or provide them within their city limits. In one case, the City of Woodstock has negotiated contracts with Cobb County, and with the Cherokee County Water and Sewer Authority to provide services to their citizens.

Section 5: Special Purpose Local Option Sales Taxes

The County and the cities have acknowledged that each government confronts somewhat distinctive project demands, and it is agreed that it is to their mutual best interests to work cooperatively on the distribution of future Special Purpose Local Option Sales Tax issues.

SO RESOLVED THIS 31st DAY OF January, 2000.

**BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY**

BY: *Emily M. Lemcke*
EMILY M. LEMCKE, CHAIRMAN

ATTEST:

Karen S. Huey
KAREN S. HUEY, COUNTY CLERK

(SEAL)

CITY OF BALL GROUND

Rick Roberts
RICK ROBERTS, MAYOR

ATTEST:

Ann Jordan
CITY CLERK

CITY OF CANTON

BY: *Cecil Pruett*

CECIL PRUETT, MAYOR

FROM :

FAX NO. :

Jul. 04 1999 06:40PM P2

CITY OF HOLLY SPRINGS

BY: 
PAUL VAN HAUTE, MAYOR

ATTEST:

BY: 
CITY CLERK

CITY OF WALESKA

BY: Marguerite L. Cline
MARGUERITE CLINE, MAYOR

ATTEST:

Barbara M. Dougal
CITY CLERK

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN CHEROKEE COUNTY, GEORGIA AND
THE MUNICIPALITIES OF BALL GROUND, CANTON, HOLLY SPRINGS,
MOUNTAIN PARK, NELSON, WALESKA AND WOODSTOCK**

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Whereas, the Service Delivery for Cherokee County identified to the following services: Airport Authority; Animal Shelter; Court Services; Development Authority; Fire/EMA/911 Operations; Health Department; Library Services; Marshal's Office/Animal Control; Parks and Recreation; Planning and Zoning; Public Works, Roads & Bridges; Senior Services; Sheriff's Office; Voter Registration/Elections; Water and Sewer Authority. In several cases, both the County and the Cities provide these services or a variation of the same services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITIES AND COUNTY AS FOLLOWS:

Section 1: Public Works/Roads and Bridges

While both County and the cities contract with the private sector for large road construction and repair projects, and each governmental confronts somewhat unique street and road maintenance demands, both paving and the surfacing of roads. If the County could coordinate the paving and resurfacing of roads and streets located inside the cities, there could very well be efficiency gains and cost savings.

Section 2: Fire Training and Facilities

Despite the fact that the County and the cities desire to maintain and lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, all require fire training and facilities. There has been some progress made as far as combining the fire services for several of the municipalities with those of the County, and for those who did not wish to merge, such as the larger cities of Canton and Woodstock, we have Mutual Aid Agreements.

Section 3: Land Use and Development

The County and cities agree that it is in their mutual interest to work cooperatively to resolve land use conflicts and disputes, whether through zoning or by annexations, and all have mutually agreed upon a land dispute resolution process if they cannot be otherwise resolved.

Section 4: Water and Sewer Delivery

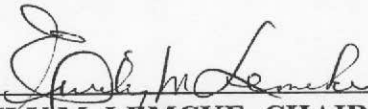
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Section 5: Special Purpose Local Option Sales Taxes

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SO RESOLVED THIS 31st DAY OF January, 2000.

BOARD OF COMMISSIONERS OF CHEROKEE COUNTY

BY: 
EMILY M. LEMCKE, CHAIRMAN

ATTEST:


KAREN S. HUEY, COUNTY CLERK (SEAL)

CITY OF WOODSTOCK

BY: *W. David Rogers*
W. DAVID ROGERS, MAYOR

ATTEST:

Ronda J. Pezello
CITY CLERK

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN CHEROKEE COUNTY, GEORGIA AND
THE MUNICIPALITIES OF BALL GROUND, CANTON, HOLLY SPRINGS,
MOUNTAIN PARK, NELSON, WALESKA AND WOODSTOCK**

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Section 3: Land Use and Development

The County and cities agree that it is in their mutual interest to work cooperatively to resolve land use conflicts and disputes, whether through zoning or by annexations, and both have mutually agreed to enter into the Land Dispute Resolution process if they cannot be otherwise resolved.

Section 4: Water and Sewer Delivery

As the Cherokee County Water and Sewer Authority is a separate entity created by local legislation in the General Assembly, the County and the cities must each deal with these issues as the need arises. In some cases, the cities themselves negotiate for services with the Water Authority or provide them within their city limits. In one case, the City of Woodstock has negotiated contracts with Cobb County, and with the Cherokee County Water and Sewer Authority to provide services to their citizens.

Section 5: Special Purpose Local Option Sales Taxes

The County and the cities have acknowledged that each government confronts somewhat distinctive project demands, and it is agreed that it is to their mutual best interests to work cooperatively on the distribution of future Special Purpose Local Option Sales Tax issues.

SO RESOLVED THIS _____ DAY OF _____, _____.

**BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY**

**BY: _____
EMILY M. LEMCKE, CHAIRMAN**

ATTEST:

KAREN S. HUEY, COUNTY CLERK

(SEAL)

CITY OF MOUNTAIN PARK

ATTEST:

BY: Joyce H. Ayers
JOSEPH BARNET, MAYOR
Joyce H. Ayers, Mayor

Sharon C. Bennett
CITY CLERK

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN THE CITY OF WOODSTOCK, GEORGIA AND
CHEROKEE COUNTY, GEORGIA**

WHEREAS: The Woodstock Mayor and City Council of Woodstock, Georgia (hereinafter referred as "City") and the Board of Commissioners of Cherokee County, Georgia (hereinafter referred as "County") both agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

WHEREAS: the Service Delivery Strategy for Cherokee County identified the following services: Animal Control/Animal Shelter; Building Inspections; Fire Operations; Library Services; Planning and Zoning; Recreation; and Uniform Patrol/Jail Operations. Both the City and County provide these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITY AND COUNTY AS FOLLOWS:

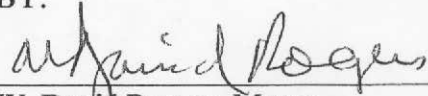
- Section 1: Road Construction and Maintenance (Paving/Resurfacing).** While both the city and the county contract with the private sector for large road construction and repair projects, and each government confronts somewhat unique street and road maintenance demands, both pave and resurface roads. If the county would coordinate paving and resurfacing of roads and streets located inside the city, there could very well be efficiency gains and cost savings.
- Section 2: Fire Training Towers and Facilities.** While both the city and the county desire to maintain or lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, both require fire training tower/facilities. If the county and city would coordinate design and construction of fire training facilities located inside the city and in unincorporated Cherokee county, there could very well be efficiency gains and cost savings.
- Section 3: Land Use.** Both the City and County agree that it is in their mutual interest to work cooperatively to resolve land use conflicts/disputes.

Section 4: Land Development Standards. Both the City and County desires to evaluate Land Development Standards and Regulations and work cooperatively to resolve differences in said standards.

Section 5: Special Purpose Local Option Sales Taxes. While both the city and the county have identified Special Purpose Local Option Sales Tax (SPLOST) projects, and each government confronts somewhat unique project demands, both agree that it is in their mutual interest to work cooperatively on the distribution of future Special Purpose Local Option Sales Taxes.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 1999.

BY:



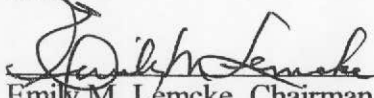
W. David Rogers, Mayor
City of Woodstock, Georgia
September 23, 1999

Attest:



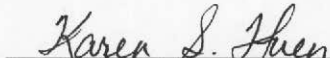
Rhonda Pezzello, City Clerk

BY:



Emily M. Lemcke, Chairman
Board of Commissioners
Cherokee County, Georgia

Attest:



Karen S. Huey, County Clerk

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN THE CITY OF WOODSTOCK, GEORGIA AND
CHEROKEE COUNTY, GEORGIA**

WHEREAS: The Woodstock Mayor and City Council of Woodstock, Georgia (hereinafter referred as "City") and the Board of Commissioners of Cherokee County, Georgia (hereinafter referred as "County") both agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

WHEREAS: the Service Delivery Strategy for Cherokee County identified the following services: Animal Control/Animal Shelter; Building Inspections; Fire Operations; Library Services; Planning and Zoning; Recreation; and Uniform Patrol/Jail Operations. Both the City and County provide these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITY AND COUNTY AS FOLLOWS:

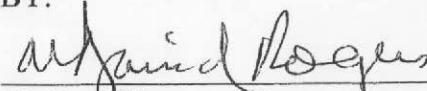
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- Section 2: Fire Training Towers and Facilities.** While both the city and the county desire to maintain or lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, both require fire training tower/facilities. If the county and city would coordinate design and construction of fire training facilities located inside the city and in unincorporated Cherokee county, there could very well be efficiency gains and cost savings.
- Section 3: Land Use.** Both the City and County agree that it is in their mutual interest to work cooperatively to resolve land use conflicts/disputes.

Section 4: Land Development Standards. Both the City and County desires to evaluate Land Development Standards and Regulations and work cooperatively to resolve differences in said standards.

Section 5: Special Purpose Local Option Sales Taxes. While both the city and the county have identified Special Purpose Local Option Sales Tax (SPLOST) projects, and each government confronts somewhat unique project demands, both agree that it is in their mutual interest to work cooperatively on the distribution of future Special Purpose Local Option Sales Taxes.

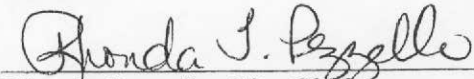
PASSED, ADOPTED AND APPROVED this _____ day of _____, 1999.

BY:



W. David Rogers, Mayor
City of Woodstock, Georgia
September 23, 1999

Attest:



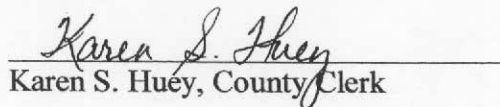
Rhonda Pezzello, City Clerk

BY:



Emily M. Lemcke, Chairman
Board of Commissioners
Cherokee County, Georgia

Attest:



Karen S. Huey, County Clerk

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN CHEROKEE COUNTY, GEORGIA AND
THE MUNICIPALITIES OF BALL GROUND, CANTON, HOLLY SPRINGS,
MOUNTAIN PARK, NELSON, WALESKA AND WOODSTOCK**

Whereas, the Board of Commissioners of Cherokee County, Georgia (hereinafter referred to as "County") and the municipalities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska and Woodstock (hereinafter referred to as the "Cities") agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

Whereas, the Service Delivery for Cherokee County identified the following services: Airport Authority; Animal Shelter; Court Services; Development Authority; Fire/EMA/911 Operations; Health Department; Library Services; Marshal's Office/Animal Control; Parks and Recreation; Planning and Zoning; Public Works, Roads & Bridges; Senior Services; Sheriff's Office; Voter Registration/Elections; Water and Sewer Authority. In several cases, both the County and the Cities provide these services or a variation of the same services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITIES AND COUNTY AS FOLLOWS:

Section 1: Public Works/Roads and Bridges

While both the County and the cities contract with the private sector for large road construction and repair projects, and each government confronts somewhat unique street and road maintenance demands, both paving and the surfacing of roads. If the County could coordinate the paving and resurfacing of roads and streets located inside the cities, there could very well be efficiency gains and cost savings. At this time, however, that is not possible.

Section 2: Fire Training and Facilities

Despite the fact that the County and the cities desire to maintain and lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, all require fire training and facilities. There has been some progress made as far as combining the fire services for several of the municipalities with those of the County, and for those who did not wish to merge, such as the larger cities of Canton and Woodstock, we have Mutual Aid Agreements.

Section 3: Land Use and Development

The County and cities agree that it is in their mutual interest to work cooperatively to resolve land use conflicts and disputes, whether through zoning or by annexations, and both have mutually agreed to enter into the Land Dispute Resolution process if they cannot be otherwise resolved.

Section 4: Water and Sewer Delivery

As the Cherokee County Water and Sewer Authority is a separate entity created by local legislation in the General Assembly, the County and the cities must each deal with these issues as the need arises. In some cases, the cities themselves negotiate for services with the Water Authority or provide them within their city limits. In one case, the City of Woodstock has negotiated contracts with Cobb County, and with the Cherokee County Water and Sewer Authority to provide services to their citizens.

Section 5: Special Purpose Local Option Sales Taxes

The County and the cities have acknowledged that each government confronts somewhat distinctive project demands, and it is agreed that it is to their mutual best interests to work cooperatively on the distribution of future Special Purpose Local Option Sales Tax issues.

SO RESOLVED THIS 31st DAY OF January, 2000.

**BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY**

BY: Emily M. Lemcke
EMILY M. LEMCKE, CHAIRMAN

ATTEST:

Karen S. Huey
KAREN S. HUEY, COUNTY CLERK


(SEAL)

CITY OF BALL GROUND



RICK ROBERTS, MAYOR

ATTEST:



CITY CLERK

CITY OF CANTON

BY: *Cecil Pruett*

CECIL PRUETT, MAYOR

CITY OF WALESKA

BY: Marguerite L. Cline
MARGUERITE CLINE, MAYOR

ATTEST:

Barbara M. Dougal
CITY CLERK

FROM :

FAX NO. :

Jul. 04 1999 06:40PM P2

CITY OF HOLLY SPRINGS

BY: 
PAUL VAN HAUTE, MAYOR

ATTEST:

BY: 
CITY CLERK

CITY OF MOUNTAIN PARK

ATTEST:

BY: Joyce H. Ayers
~~JOSEPH BARNET, MAYOR~~
Joyce H. Ayers, Mayor

Sharon C. Barnett
CITY CLERK

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN THE CITY OF WOODSTOCK, GEORGIA AND
CHEROKEE COUNTY, GEORGIA**

WHEREAS: The Woodstock Mayor and City Council of Woodstock, Georgia (hereinafter referred as "City") and the Board of Commissioners of Cherokee County, Georgia (hereinafter referred as "County") both agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

WHEREAS: the Service Delivery Strategy for Cherokee County identified the following services: Animal Control/Animal Shelter; Building Inspections; Fire Operations; Library Services; Planning and Zoning; Recreation; and Uniform Patrol/Jail Operations. Both the City and County provide these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITY AND COUNTY AS FOLLOWS:

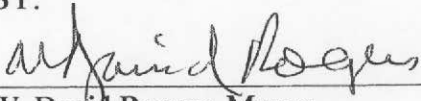
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- Section 2: Fire Training Towers and Facilities.** While both the city and the county desire to maintain or lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, both require fire training tower/facilities. If the county and city would coordinate design and construction of fire training facilities located inside the city and in unincorporated Cherokee county, there could very well be efficiency gains and cost savings.
- Section 3: Land Use.** Both the City and County agree that it is in their mutual interest to work cooperatively to resolve land use conflicts/disputes.

Section 4: Land Development Standards. Both the City and County desires to evaluate Land Development Standards and Regulations and work cooperatively to resolve differences in said standards.

Section 5: Special Purpose Local Option Sales Taxes. While both the city and the county have identified Special Purpose Local Option Sales Tax (SPLOST) projects, and each government confronts somewhat unique project demands, both agree that it is in their mutual interest to work cooperatively on the distribution of future Special Purpose Local Option Sales Taxes.

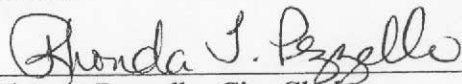
PASSED, ADOPTED AND APPROVED this _____ day of _____, 1999.

BY:



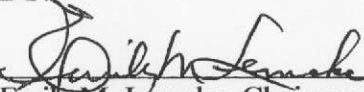
W. David Rogers, Mayor
City of Woodstock, Georgia
September 23, 1999

Attest:



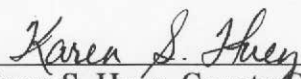
Rhonda Pezzello, City Clerk

BY:



Emily M. Lemcke, Chairman
Board of Commissioners
Cherokee County, Georgia

Attest:



Karen S. Huey, County Clerk

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of October, 1998 by and between **CHEROKEE COUNTY, Political Subdivision of the State of Georgia**, acting by and through its duly elected Board of Commissioners, and the **CITY OF BALL GROUND, a Political Subdivision of the State of Georgia**, acting by and through its duly elected Mayor and City Council.

W I T N E S S E T H

WHEREAS, the voters of Cherokee County have passed a referendum establishing a special tax district for the provision of fire services within unincorporated Cherokee County; and

WHEREAS, it is desirable that the municipalities of Cherokee County join contractually with Cherokee County to facilitate said fire district in order to provide more effective fire services to all the residents of Cherokee County; and

WHEREAS, it has been determined by the City of Ball Ground that in addition to providing more efficient fire services, said services may be provided more economically on a larger scale; and

WHEREAS, Article IX, Section III, Paragraph I, Section (a) of the Constitution of the State of Georgia authorizes this Agreement.

NOW, THEREFORE, FOR THE CONSIDERATION AND MUTUAL COVENANTS FLOWING EACH TO THE OTHER, THE PARTIES HERETO AGREE AS FOLLOWS:

Cherokee County agrees to upgrade and remodel the City owned fire service facility located at 233 Groover Street by the addition of a three (3) bay apparatus room at least forty (40) feet by sixty (60) feet in dimension with floor drain and overhead roll doors.

Cherokee County shall further renovate the existing building to provide for suitable living quarters for a fire station which shall be functionally and aesthetically consistent with other County fire stations.

6.

In hiring fire department personnel, the County will give due consideration of those persons who have served as volunteer fire fighters in the City of Ball Ground area.

7.

The City of Ball Ground fire station shall be staffed as necessary to provide a level of service equal to or better than the current level of service. The minimum staffing shall be as follows:

3 driver/Operator/Fire Fighters no less than one driver/operator will be on duty twenty-four (24) hours, seven (7) days a week

8.

Cherokee County shall work with and provide all necessary documentation or support to the City of Ball Ground to reduce its ISO rating.

9.

Cherokee County Fire Service shall perform fire marshal duties, fire hydrant maintenance, pre-fire planning, and plan

attention). Such notice shall be deemed delivered at the time of confirmation of receipt by the transmitting telecopy, the date of personal delivery, the date of deposit for delivery with a courier, or, if mailed, when it is deposited as provided above, but the time period in which a response to nay such notice must be given or any action taken with respect thereto shall commence to run from the date it is received by the addressee thereto, as evidenced by telecopy transmission confirmation, receipt for person or courier delivery, or certified mail return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability of the United States Postal Service to deliver the notice because of a change of address of party of which no notice was given as provided below shall be deemed to be the receipt of the notice sent. The addresses and telecopier numbers of the parties to which notice is to be sent shall be those set forth on the signature pages of this Agreement. Such addresses and telecopier numbers may be changed by notice to all other parties in writing.

13.

It is hereby acknowledged by Cherokee County and the City of Ball Ground that the relationship between them created hereby is not intended to be and shall not in any way be construed to be that of a partnership, joint venture, or principal and agent.

14.

This Agreement constitutes the entire Agreement between Cherokee County and the City of Ball Ground and there are no

CITY OF BALL GROUND

By: Mr Robertson (SEAL)

Attest: Fawn Jordan (SEAL)

(SEAL)

Sworn to and subscribed before me on this 6th day of October

Stacie Amelia Howell
Notary Public

My Commission Expires: 6/19/01



CITY OF BALL GROUND

Address: P. O. Box 285
Ball Ground, GA. 30107

Telephone Number: 770/735-2123

Fax Number: 770/735-4575

AUTOMATIC AID AGREEMENT

This agreement is made and entered into this the 1st day of April 1999 by the City of Canton, Georgia and The County of Cherokee, both organized and existing under the laws of the State of Georgia, acting by and through their duty elected officials.

Witnesseth:

WHEREAS, The City of Canton and The County of Cherokee are contiguous; and,

WHEREAS, The City of Canton, Georgia and The County of Cherokee each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical; and,

WHEREAS, The City of Canton, Georgia and Cherokee County have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take part in joint training exercises, and,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for automatic aid and first response, pursuant to the 1983 Constitution of the State of Georgia, Article 9, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration of the parties hereunto agree as follows:

ARTICLE 1-AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as agreed upon by the City of Canton Fire Chief and the Cherokee County Fire Chief.

Paragraph 1.1 In the event of any fire rescue, disturbance, or other related local emergency occurs in the automatic aid area, the City of Canton and Cherokee County shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, as part of the first response assignment, subject to the limitations herein set fourth in this agreement.

ARTICLE 2- MUTUAL AID

Paragraph 2.0 The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency aid based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chief for each party.

ARTICLE 3-SUPERVISION

Paragraph 3.0 If a Battalion Chief or Assistant Battalion Chief is requested, then that officer is expected to coordinate and give general directions as to work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid.

Paragraph 3.1 Personnel who are furnished will work as far as possible under their own supervisor and with their own equipment except as provide in Paragraph 3.0

Paragraph 3.2 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.0

ARTICLE 4- LIABILITY

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1 Every employee shall be deemed to be the employee and agent for his regular employer, and under no circumstances shall any employee be deemed to be the employee or agent of any entity other than his regular employer.

Paragraph 4.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 5- COMPENSATION

Paragraph 5.0 No party under this agreement will be required to pay any compensation to any other party under this agreement for services rendered under this agreement.

Paragraph 5.1 The mutual advantage and protection afforded by this arrangement is considered adequate compensation for both parties.

Paragraph 5.2 Each party in this arrangement shall comply with workers compensation laws for the State of Georgia without any cost to the other party.

ARTICLE 6- RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs or demands for the damage to the party's property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service present of this arrangement.

ARTICLE 7- INJURIES TO PERSONNEL

Paragraph 7.0 This arrangement shall not be constructed as, or deemed to be, an arrangement for the benefit of any third party or parties, and no third party or parties shall have the right of action here under for any case whatsoever.

ARTICLE 8- TERM OF ARRANGEMENT

Paragraph 8.0 This arrangement shall commence on the date of its approval and entry into minutes of the governing body of The City of Canton, Georgia and the minutes of the governing body of Cherokee County, Georgia and shall continue until the 31st of December 1999. This arrangement shall automatically be renewed by the parties on January 1st 2000 and each year thereafter on January 1st unless and until written notice of termination or modifications received by each party within ninety (90) days of the expiration of the term of this arrangement on December 31st 1999 and each December 31st thereafter.

Paragraph 8.1 Nothing in this article shall preclude termination pursuant to article 14- GOVERNING LAW.

ARTICLE 9- DISPATCHING OF ALARMS

Paragraph 9.0 The City of Canton shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the area of Cherokee County designated in the E-911 run list.

Paragraph 9.1 Cherokee County shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the area of City of Canton designated in the E-911 run list.

ARTICLE 10- ADMINISTRATION

Paragraph 10.0 It is arranged by each of the parties that for the purpose of liaison and administration the City of Canton Fire Chief and the Cherokee County Fire Chief shall be jointly responsible.

ARTICLE 11-ENTIRE AGREEMENT

Paragraph 11.0 This agreement shall constitute the entire agreement between both parties and no modification shall be binding upon the parties unless evidenced by subsequent written agreement signed by the City of Canton, Georgia, acting by and through the elected officials, and Cherokee County, acting by and through the elected officials.

Paragraph 11.1 This agreement shall be the sole instrument for the provision of emergency fire service between parties hereto.

ARTICLE 12- TERMINATION

Paragraph 12.0 Either part to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to either party and upon the running of ninety (90) days from such written notice this agreement shall be terminated.

ARTICLE 13- SEVERABILITY OF TERMS

Paragraph 13.0 In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be effected thereby and shall continue in full force and effect.

ARTICLE 14- GOVERNING LAW

Paragraph 14.0 The agreement must be governed in all respects as to the validity, construction, performance or otherwise by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

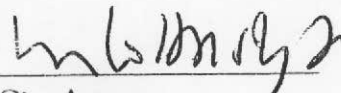
City of Canton

Cecil Pruett, Mayor

Chief, Bob Junk

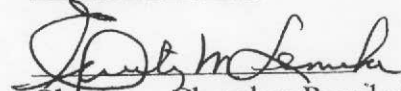
City Clerk, City of Canton

Approved as to form:



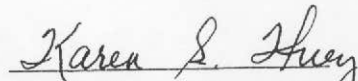
City Attorney

Cherokee County

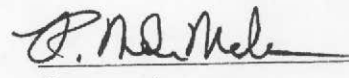


Chairman Cherokee Board of
Commissioners

Chief, Cherokee Fire/EMA



Clerk, County Commission



County Attorney

STATE OF GEORGIA

COUNTY OF CHEROKEE

*I hereby certify this document to
be a true and correct copy of the
original on file in the Cherokee
County Commissioners Office. This
the 30th day of May, 1998.*

*Karen L. Huey
Karen Huey, County Clerk*

AGREEMENT

This Agreement made and entered into this 20th day of APRIL, 1998, by and between Cherokee County, acting by and through its Board of Commissioners, and the City of Holly Springs, acting by and through its Mayor and City Council:

WITNESSETH:

Whereas, the voters of Cherokee County have passed a referendum establishing a special tax district for the provision of fire services within unincorporated Cherokee County; and

Whereas, it is desirable that the municipalities of Cherokee County join contractually with said fire district in order to provide more efficient fire services to all the systems of Cherokee County; and

Whereas, it has been determined by the various local governing authorities within Cherokee County that in addition to providing more efficient fire services, said services can be more economically provided in a larger scale;

NOW, THEREFORE, in consideration of the mutual promises and premises contained herein, it is agreed by the parties as follows:

1.

1. This contract shall be for a period of ten (10) years and shall be automatically renewed for additional five (5) year periods, unless action is taken by either party to terminate the agreement.
2. This agreement may be canceled upon six (6) months written notice by either governing body.
3. The fire fighting equipment shall remain the property of the City of Holly Springs. The County shall lease the equipment from the City at a rate of \$1. per year so long as the equipment has a useful life. When the Command Staff of District Two finds that the equipment ceases to

be functional, the equipment will be returned to the City of Holly Springs for their disposal. *See attached. The County, in turn, shall be responsible for the insurance, maintenance and operation of the equipment. The County shall also be responsible for the replacement of the equipment when it ceases to be useful. Any equipment replaced by the County shall become the property of the County.

4. The County shall negotiate with the City every two (2) years for the cost of leasing fire service space in the City of Holly Springs Fire Station facility. The initial rate shall be a lease of \$1.00 per year. The County will pay maintenance, insurance and associated costs.
5. The County will offer employment opportunities to all current City of Holly Springs fire department personnel, who meet the qualifications for entry level County fire fighter position. The former City employees who are employed by the County will begin as new County employees and receive all County benefits as such. The former City employees who are hired will serve a probationary period as do all new County employees. Upon satisfactory completion of the probationary period, the employee will regain any seniority accrued while an employee of the City of Holly Springs. The former City employees hired by the County will be employed by the County fire service preferably in the City of Holly Springs Fire Station.
6. The City of Holly Springs fire station shall be staffed as necessary to provide a level of service equal to or better than the current level of service. The minimum staffing shall be as follows:
 - * 1 Fire Station Supervisor
 - * 3 Driver/Operators/Fire Fighters
 - * The fire fighters shall serve under the Fire District #2 command staff.
 - * No less than one (1) driver operator will be on duty 24 hours, 7 days a week.

- * Tour of duty of Fire Station Supervisor will be determined by command staff.
- 7. The County shall work with City authorities to reduce the ISO rating for the City of Holly Springs.
- 8. The County fire service shall perform fire marshal duties, fire hydrant maintenance, pre-fire planning, and plan review for the City at no cost to the City of Holly Springs.
- 9. The City of Holly Springs shall compensate the County for these services at the initial rate of 2.5 mils or the rate being charged County residents of the incorporated 40% value of the City's tax digest. This amount shall not exceed 3 mils. This amount may be paid in either a lump sum or quarterly payments at the election of the City.
- 10. The County shall defend all actions of litigation brought against the fire department inside the corporate city limits of the City of Holly Springs, at no cost to the City of Holly Springs.

This Agreement made and entered into the date first above written.

BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY

BY: Hollis Q. Latham
HOLLIS Q. LATHEM, CHAIRMAN

ATTEST:

Karen S. Huey
KAREN S. HUEY, COUNTY CLERK

(SEAL)

CITY OF HOLLY SPRINGS

BY: Pat Patrick
PAT PATRICK, MAYOR

Kathy Syndall
KATHY SYNDALL, COUNCILWOMAN

Betty Barrett
BETTY BARRETT, COUNCILWOMAN

ATTEST:

Betty Cloer
BETTY CLOER, CITY CLERK

D. J. Clark
DWANE CLARK, COUNCILMAN
D.W.C.

Jake Bradley
JAKE BRADLEY, COUNCILMAN

Bob Douglas
BOB DOUGLAS, COUNCILMAN

(SEAL)



CITY OF NELSON, GEORGIA
POLICE DEPARTMENT
Georgia's First Marble City

W. ALLEN WIGINGTON
Chief of Police

November 1, 1999

G.M. "Mike" Malone
Chief Deputy Sheriff
Cherokee County Sheriff's Office
90 North Street; Suite 235
Canton, Georgia 30114

Hello Chief Malone:

Enclosed is our original copy of the Mutual Aid Agreement with between the City of Nelson Police Department and the Cherokee County Sheriff's Office. Both our City Attorney and I have reviewed the document and signed off on it. Once Sheriff Garrison and the Mr. Mahler have signed off on the document, please forward a copy back to me so I can maintain our file on this issue.

As always, it is a pleasure to work with the Cherokee County Sheriff's Office. Your staff has been more than generous to me every time I call upon them. If there is anything that Nelson can ever do to assist Cherokee County, please let us know.

Working for a better Law Enforcement,

W. Allen Wigington
Chief of Police
City of Nelson, Georgia

enclosures

LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS LAW ENFORCEMENT MUTUAL AID AGREEMENT, made this 29th day of October, 1999, by and between the **Cherokee County Sheriff's Office**, an agency of the State of Georgia, sometimes hereinafter referred to as "the Sheriff" and the City of Nelson Police Dept., a body corporate and politic of the State of Georgia, sometimes hereinafter referred to as "Agency".

WHEREAS, it is in the public interest that police and sheriff's departments throughout the State of Georgia cooperate to the greatest extent possible to provide prompt, effective, and professional police services; and

WHEREAS, portions of the boundaries of Cherokee County are in close proximity or contiguous to portions of the boundaries of the undersigned agency with similar law enforcement problems; and

WHEREAS, all police officers, deputy sheriffs (hereinafter sometimes called "police") are trained in current law enforcement techniques and have completed a course of training prescribed by Georgia Law pursuant to O.C.G.A. §35-8-1, et seq. of the Annotated Code of Georgia; and

WHEREAS, police officials of both parties are aware that from time to time emergency situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, the Sheriff and the undersigned agency are desirous of extending prompt, effective and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Article IX, Section II, Paragraph III of the Annotated Code of Georgia, the parties enter into this Police Mutual Aid Agreement.

NOW, THEREFORE, the Sheriff and the undersigned agency do hereby agree as follows:

1.

Whenever, in the judgment of the Sheriff of Cherokee County or the undersigned law enforcement official, or, in the event of their absence or unavailability, an officer designated by either the undersigned law enforcement official or the Sheriff, an emergency situation occurs and the law enforcement agency in the jurisdiction where the emergency occurs does not have sufficient police or equipment immediately available to properly handle the emergency, the Sheriff or undersigned law enforcement official, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to the undersigned law enforcement official or agency or the Sheriff of Cherokee County, or, in the event of their absence or unavailability, an officer designated by either. If, in the judgment of the designated officer of the jurisdiction to whom the request has been made, an emergency does exist and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for adequate protection of that agency. The Sheriff or the undersigned law enforcement official or agency shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, the agreement shall not be

construed to authorize the Sheriff to “deputize” the law enforcement officers of the undersigned agency as officers and deputies of the Sheriff.

2.

The term “emergency”, as used in this agreement, may include, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a bomb threat, a natural disaster, accident or similar circumstance where prompt police action requiring more than one officer or specialized equipment is required.

3.

The manner of providing assistance, as set forth in this agreement, shall not affect the authority granted police officers in matters involving fresh pursuit as provided in Article IX, Section II, Paragraph III, Annotated Code of Georgia.

4.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, the parties acknowledge that the acts performed in furtherance of this agreement by police officers or other officers, agents, or employees and the expenditures made by the Sheriff and Cherokee County shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by the jurisdictions when acting through its police officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the territorial limits of the parties.

5.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, the parties acknowledge that the police officers, agents, and employees, when acting in furtherance of authority of this agreement beyond the territorial limits of the jurisdictions in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances, and regulations and have all the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdictions in which they are commissioned or employed.

6.

Pursuant to Article IX, Section II, Paragraph IX, Annotated Code of Georgia, each of the parties to this agreement agree that:

(a) The Sheriff will indemnify undersigned agency from all claims by third parties against the undersigned agency for property damage or personal injury which might arise out of the activity covered in police mutual aid agreement while the undersigned agency's personnel or equipment are in Cherokee County responding to the Sheriff's request for aid.

(b) In exactly the same manner as in (a) above, the undersigned agency will indemnify the Sheriff for all claims by third parties against the Sheriff for property damage or personal injury while the Sheriff's personnel or equipment are in the jurisdiction of the undersigned agency.

(c) The undersigned agency shall waive all claims it might have against the Sheriff for property damage or personal injury arising out of this agreement while the undersigned law enforcement agency's personnel or equipment are in the jurisdiction of Cherokee County responding to said Sheriff's request for aid.

(d) Cherokee County will waive all claims it might have against the undersigned agency for property damage or personal injury arising out of this agreement while Cherokee County Sheriff's office personnel or equipment are in the jurisdiction of the undersigned agency when responding to said agency's request for aid.

7.

Each party to this agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to the indemnification provisions of Paragraph 7. This cooperation will include the following:

(a) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;

(b) Permit a party to this agreement to conduct a parallel independent investigation of any accident or incident; and

(c) Make personnel, records and equipment available for purposes of the defense of any claim or suit.

8.

Pursuant to Article IX, Section II, Paragraph III of the Annotated Code of Georgia, all personnel provided by the neighboring jurisdictions shall report to and obey the orders of the senior police officer of the jurisdiction requesting the aid.

9.

Radio communication between the jurisdictions shall be coordinated through the Communications Section of each party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff of Cherokee

County and the undersigned law enforcement official of the undersigned agency or, in their absence, the senior ranking commissioned police officer.

10.

Pursuant to Article IX, Section II, Paragraph III of the Annotated Code of Georgia, this Police Mutual Aid Agreement shall commence upon execution by all parties and remain in effect until either party hereto cancels its participation in this Agreement by sending a written notice thirty (30) days prior to the cancellation from the Sheriff to the undersigned agency or from the undersigned agency to the Sheriff.

AS WITNESS the hand(s) and seal(s) of the parties the day and year first above written.

WITNESS/ATTEST:

Virginia G. Saper

CHEROKEE COUNTY SHERIFF'S
OFFICE

BY: Roger Garrison
ROGER D. GARRISON, SHERIFF

Reviewed for form and legal
sufficiency and approved for
execution this 4/16 day of
NOVEMBER, 1999.

R. Mark Mahler
R. MARK MAHLER, COUNTY ATTORNEY

APPROVED:

BY: W. Allen Wigington
W. Allen Wigington
Chief of Police
City of Nelson, Georgia

APPROVED:

BY: Eric Wilmarth
Eric Wilmarth
Mayor Pro-Tem
City of Nelson, Georgia

Bill Pickett
Bill Pickett
City Attorney
City of Nelson, Georgia



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY

Service: HEALTH SERVICES

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Funds

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: LIBRARY SERVICES

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund through Sequoyah Regional Library Systems

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Library Service Delivery Strategies	Ball Ground, Canton, Woodstock and Cherokee County	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney

Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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

**COMPREHENSIVE PLAN PERTAINING TO
LIBRARY SERVICES DELIVERY STRATEGIES FOR CHEROKEE COUNTY AND THE
CITIES OF BALL GROUND, CANTON AND WOODSTOCK**

Cherokee County offers this service through the Sequoyah Regional Library Systems. These services are performed within the unincorporated areas of Cherokee County, as well as the cities of Ball Ground, Canton and Woodstock.

The cities do not offer library services, since this would be an obvious duplication of services, which is already difficult to fund.

We, the undersigned agree that the service offered through the Sequoyah Regional Library System now in place has proven to be an efficient and effective method of delivery and see no apparent duplication of services nor prospect for consolidation, this the 28th day of September, 19 99.

Rick Roberts
Mayor of City of Ball Ground
Rick Roberts

Emily M. Lemcke
Chairman of the Board of
Commissioners
Emily M. Lemcke

Attest:
Karen L. Jordan
Karen L. Jordan, City Clerk

(SEAL)
Attest:
Karen S. Huey
Karen S. Huey, County Clerk

Cecil Pruett
Mayor of the City of Canton
Cecil Pruett

Attest:
Diana Threewitt
Diana Threewitt, City Clerk

David Rogers
Mayor of the City of Woodstock
David Rogers

Attest:
Rhonda J. Pezzello
Rhonda Pezzello, City Clerk



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: CHEROKEE COUNTY Service: MARSHAL'S OFFICE/ANIMAL CONTROL/ORD. ENFORCEMENT

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Funds

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Joint Resolution and Animal Control Ordinance	Cherokee County, the City of Ball Ground, the City of Canton, the City of Holly Springs, the City of Waleska and the City of Woodstock	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: PLANNING AND ZONING-Land Use Planning, Zoning Administration

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority: Funding Method:

Cherokee County	General Revenue Fund
City of Canton	General Revenue Fund
City of Holly Springs	General Revenue Fund
City of Woodstock	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Cherokee County Zoning Ordinances	Cherokee County and the cities of Ball Ground and Waleska	11/12/92
Development Planning & Zoning Service Delivery Strategies	Cherokee County and the City of Ball Ground and Waleska	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney

Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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

May 11 1984

TITLE 8

Planning and Development

- Chapter 1 Planning Commission
- Chapter 2 Downtown Development Authority
- Chapter 3 Building Regulation and Code Enforcement
- Chapter 4 Trailers and Trailer Parks
- Chapter 5 Flood Damage Prevention
- Chapter 6 Interstate Signs
- Chapter 7 Subdivisions
- Chapter 8 Zoning

CHAPTER 1

Planning Commission

- § 8-1-1 Establishment.
- § 8-1-2 Membership.
- § 8-1-3 Organization; rules; staff; and finances.
- § 8-1-4 Powers and duties.

Sec. 8-1-1 Establishment.

The city agrees to be a part of the Cherokee County - Municipal Planning Commission and further agrees that the Sole Commissioner of Cherokee County shall establish The Cherokee County - Municipal Planning Commission, to be governed by the following provisions. (Ord. of 4/6/84)

Sec. 8-1-2 Membership.

The Cherokee County - Municipal Planning Commission shall consist of nine (9) members. One (1) of the members shall be a resident of the City of Ball Ground appointed by the mayor and council of Ball Ground; one (1) of the members shall be a resident of the City of Waleska appointed by the mayor and council of Waleska; two (2) of the members shall be residents of the City of Canton appointed by the mayor and council of Canton; and five (5) of the members shall be residents of Cherokee County appointed at large by the Sole Commissioner of Cherokee County. The terms of the members shall be four (4) years; which shall be staggered. Any vacancy in a membership shall be filled for the unexpired time by the appropriate appointing authority which shall also have the authority to remove any member appointed by them for cause, or written charges, after a public hearing. All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties. (Ord. of 4/6/84)

Sec. 8-1-3 Organization; rules; staff; and finances.

The Cherokee County - Municipal Planning Commission shall elect its chairperson, vice-chairperson and secretary from among its members. The planning commission shall draft and adopt by-

laws to govern its procedures. All meetings of the planning commission shall be open to the public and all records of the planning commission shall be maintained as a public record. The planning commission may recommend that the county commissioner employ personnel as necessary to assist the planning commission in carrying out its duties and responsibilities. The planning commission may contract with state agencies, commissions or other consultants for such services as it may require. The planning commission shall draft an annual budget which estimates revenues and expenditures. The expenditures may among other things include: salaries for employees, supplies, travel expense, printing, and contract for services costs. The annual budget shall be submitted to and approved by the county commissioner. The expenditures of the planning commission shall be within the amounts approved in the budget. (Ord. of 4/6/84)

Sec. 8-1-4 Powers and duties.

It shall be the function and duty of the Cherokee County - Municipal Planning Commission to make such careful and comprehensive surveys and studies of existing conditions and probable future developments and to prepare such plans for physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, or the general welfare as well as efficiency and economy in the development of its political jurisdiction. In particular, the commission shall have the power and duty to:

(1) Prepare a master plan or parts thereof for the development of its political jurisdiction.

(2) Prepare and recommend for adoption to the appropriate governing authorities a zoning ordinance or resolution and map for its political jurisdiction.

(3) Prepare and recommend for adoption to the appropriate governing authorities regulations for the subdivision of land within its political jurisdiction, and administer the regulations that may be adopted.

(4) Prepare and recommend for adoption to the appropriate governing authorities, a plat or plats of an official map showing the exact location of the boundary lines of existing, proposed, extended, widened or narrowed streets, public open spaces or public building sites, together with regulations to control the erection of buildings or other structures within such lines, within its political jurisdiction or a specified portion thereof.

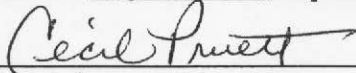
**COMPREHENSIVE PLAN PERTAINING TO
DEVELOPMENT PLANNING AND ZONING SERVICE DELIVERY STRATEGIES FOR
CHEROKEE COUNTY AND THE CITIES OF CANTON, HOLLY SPRINGS AND
WOODSTOCK**

Cherokee County offers this service through the Cherokee County Planning and Zoning Department, issuing permits and performing all required site plan reviews according to the Cherokee County Zoning Ordinances, State Codes and requirements. These services are performed within the unincorporated areas of Cherokee County.

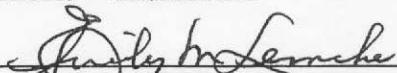
The cities of Canton, Holly Springs and Woodstock offers the same type of services through their individual Planning and Development Departments, issuing permits and performing all required site plan reviews according to their specific Zoning Ordinances and State Codes. These services are performed within the corporate city limits of each respective city.

Each entity's department provides these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary.

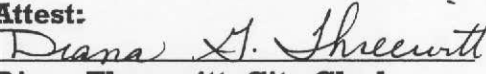
We, the undersigned agree that the Development Planning and Zoning Service Delivery Strategies in place have proven to be an efficient and effective method of delivery, with each entity providing the service for a specific area under separate funding and see no apparent duplication of services nor prospect for consolidation, this the 28th day of September, 19 09.



Mayor of City of Canton
Cecil Pruett

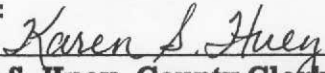


Chairman of the Board of
Commissioners
Emily M. Lemcke

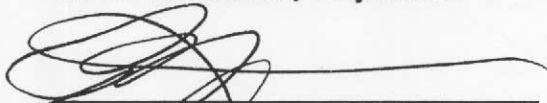
Attest:


Diana Threewitt, City Clerk


(SEAL)

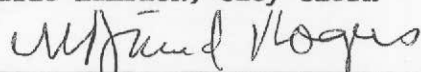
Attest:


Karen S. Huey, County Clerk




Mayor of the City of Holly Springs
Paul Van Haute

Attest:


Marie Hamrick, City Clerk


Mayor of the City of Woodstock
David Rogers

Attest:


Rhonda Pezzello, City Clerk

**COMPREHENSIVE PLAN PERTAINING TO
DEVELOPMENT PLANNING AND ZONING SERVICE DELIVERY STRATEGIES FOR
CHEROKEE COUNTY AND THE CITIES OF BALL GROUND AND WALESKA**

Cherokee County offers this service through the Cherokee County Planning and Zoning Department, issuing permits and performing all required site plan reviews according to the Cherokee County Zoning Ordinances, State Codes and requirements. These services are performed within the unincorporated areas of Cherokee County.

The cities of Ball Ground and Waleska do not offer the same type of services because they do not have their own Planning and Development Departments and therefore, Cherokee County performs all required site plan reviews according to the Cherokee County Zoning Ordinances, State Codes and requirements.

We, the undersigned agree that the Development Planning and Zoning Service Delivery Strategies in place have proven to be an efficient and effective method of delivery, and see no apparent duplication of services nor prospect for consolidation, this the 28th day of September, 19 99.

M. Roberts
Mayor of City of Ball Ground
Rick Roberts

Emily M. Lemcke
Chairman of the Board of
Commissioners
Emily M. Lemcke

Attest: *Karen L. Jordan*
Karen L. Jordan, City Clerk

(SEAL)
Attest: *Karen S. Huey*
Karen S. Huey, County Clerk

Marguerite J. Cline
Mayor of the City of Waleska
Marguerite Cline

Attest:
Barbara McDougal, City Clerk
(City Clerk not available)



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY

Service: PARKS AND RECREATION SERVICES

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority: Funding Method:

Cherokee County	General Revenue Funds
City of Woodstock	General Revenue Funds

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

NONE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Parks and Recreation Service Delivery Strategy	City of Woodstock and Cherokee County	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney

Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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

**COMPREHENSIVE PLAN PERTAINING TO
RECREATION SERVICE DELIVERY STRATEGIES FOR CHEROKEE COUNTY AND
THE CITY OF WOODSTOCK**

Cherokee County offers this service through the Cherokee County Parks and Recreation Authority through the use of leases. These services are offered within the unincorporated areas of Cherokee County.

The city of Woodstock offers the same type of services through it's Parks and Recreation Departments. These services are performed within the corporate city limits of Woodstock.

Each entity's department provides these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary.

We, the undersigned agree that the Recreation Service Delivery Strategies in place have proven to be an efficient and effective method of delivery, with each entity providing the service for a specific area under separate funding and see no apparent duplication of services nor prospect for consolidation, this the 28th day of September, 1999.

David Rogers
**David Rogers, Mayor
City of Woodstock**

Emily M. Lemcke
**Chairman of the Board of
Commissioners of Cherokee County
Emily M. Lemcke**

Attest:

Rhonda J. Pezzello
Rhonda Pezzello, City Clerk

(SEAL)

Attest:
Karen S. Huey
Karen S. Huey, County Clerk



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: PUBLIC WORKS/ROADS & BRIDGES

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund
City of Canton	General Revenue Fund
City of Woodstock	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Public Works Service Delivery Strategy Resolution	Cherokee County - the City of Ball Ground, the City of Canton, the City of Holly Springs, the City of Waleska and the City of Woodstock	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: SENIOR SERVICES

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Funds

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney

Phone number: (770) 479-0448 Date completed: 4/27/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: SHERIFF'S OFFICE/Law Enforcement, Uniform Patrol and Jail Operations

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority: Funding Method:

Cherokee County	General Revenue Fund
City of Ball Ground	General Revenue Fund
City of Canton	General Revenue Fund
City of Holly Springs	General Revenue Fund
City of Woodstock	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Mutual Aid Agreements	Cherokee County, the Cities of Ball Ground, Canton, Holly Springs, Waleska, and Woodstock	
	City of Nelson and Pickens County	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney

Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: SHERIFF'S OFFICE/Law Enforcement, Uniform Patrol and Jail Operations

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund
City of Ball Ground	General Revenue Fund
City of Canton	General Revenue Fund
City of Holly Springs	General Revenue Fund
City of Woodstock	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Sheriff's Office Service Delivery Strategy Resolution	Cherokee County, the Cities of Ball Ground, Canton, Holly Springs, Waleska, and Woodstock	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: VOTER REGISTRATION/ELECTIONS

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County	General Revenue Fund
City of Ball Ground	General Revenue Fund
City of Canton	General Revenue Fund
City of Holly Springs	General Revenue Fund
City of Waleska and City of Woodstock	General Revenue Funds

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: R. Mark Mahler, County Attorney
 Phone number: (770) 479-0448 Date completed: 2/22/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE COUNTY Service: WATER AND SEWER SERVICES

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

Local Government or Authority:	Funding Method:
Cherokee County Water & Sewer Authority	Revenue Bonds
City of Canton	General Revenue Fund
City of Woodstock	General Revenue Fund

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

NO CHANGE

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

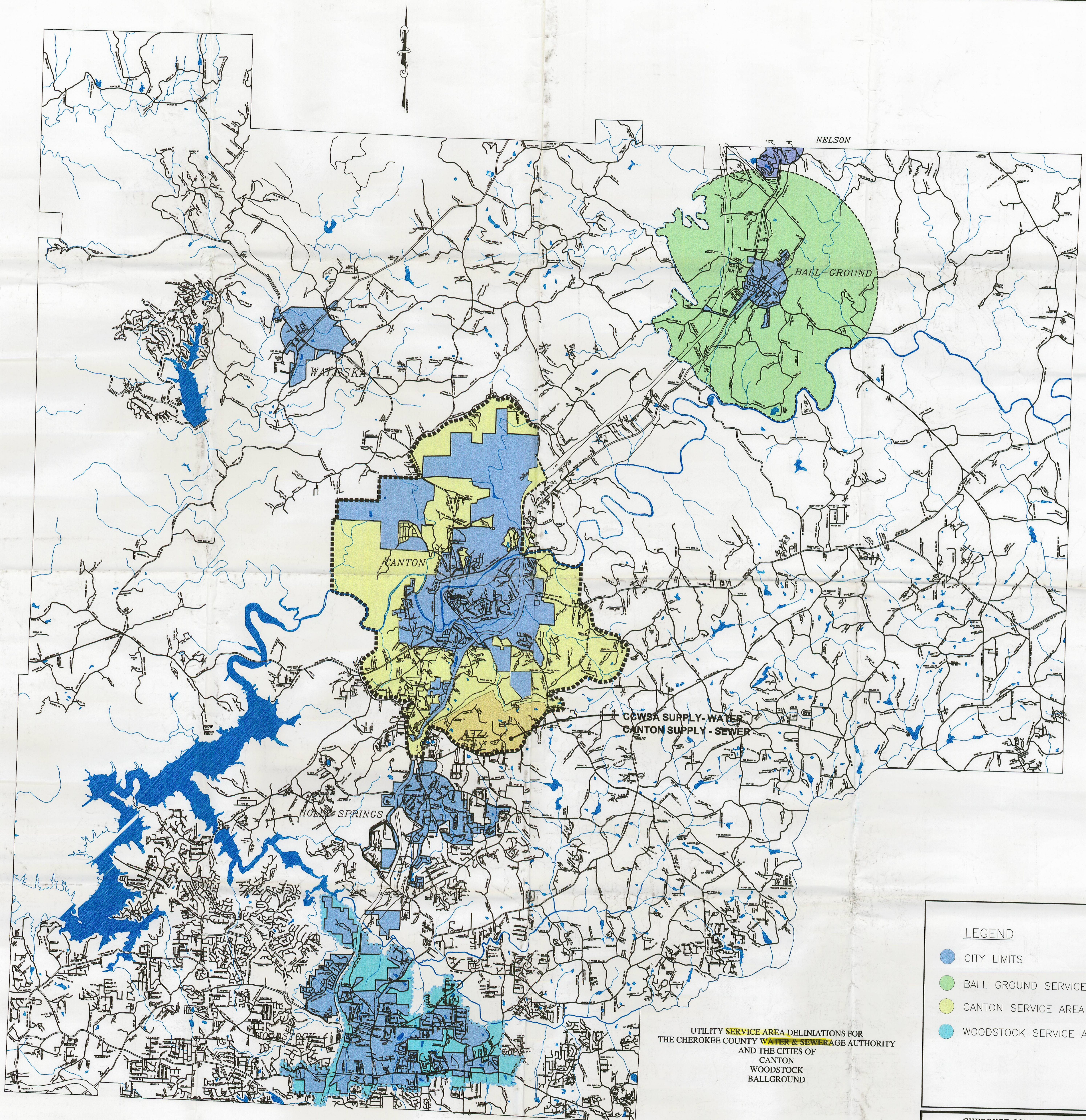
NONE

7. Person completing form: R. Mark Mahler, County Attorney

Phone number: (770) 479-0448 Date completed: 2/24/00

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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



UTILITY SERVICE AREA DELINEATIONS FOR
 THE CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY
 AND THE CITIES OF
 CANTON
 WOODSTOCK
 BALLGROUND

LEGEND

- CITY LIMITS
- BALL GROUND SERVICE AREA
- CANTON SERVICE AREA
- WOODSTOCK SERVICE AREA

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

HB 489 BOUNDARY MAP

DRAWN: B.A.D.	Welker & Associates, Inc. <small>Engineers Since 1945</small> 440 Marietta Street Marietta, Georgia 30060 Phone: (770) 422-1902	DATE: 2/22/00
DESIGNED: J.G.C.		SCALE: T = 4000'
CHECKED:		JOB NO: 98-453
APPROVED:		SHEET: 01



SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require updating of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

County: CHEROKEE

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

No incompatibilities between the various land use plans of the local governments were identified.

Cherokee County, Ball Ground, and Waleska share a common land use plan. The cities of Canton, Holly Springs and Woodstock have their own land use plan.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed: Does not require an answer

- amendments to existing comprehensive plans
adoption of a joint comprehensive plan
other measures (amend zoning ordinances, add environmental regulations, etc.)

Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

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

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

The land use resolution dispute process is embodied in all agreements between Cherokee County and the various municipalities. The land use resolution dispute process which is attached to this page provides for notification of any areas to be annexed. The County and the municipalities have entered into an agreement if a bonafide dispute occurs and cannot be resolved, a mediation process will be entered into. If mediation does not resolve the dispute, either party may pursue further legal action.

4. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

Cherokee County and the various municipalities within the County have entered into an agreement where any and all extension of water and sewer service into the other's jurisdiction, i.e. the process for provision of extraterritorial water/sewer services and land use compatibility, requires a notification process. If there is an objection to the extension of services, a mediation process has been provided for. (See attached copies)

Further, if mediation does not resolve the dispute, either party may pursue supplementary legal action.

5. Person completing form: R. Mark Mahler, County Attorney

Phone number: 770-479-0448 Date completed: 2/22/00

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

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

SERVICE DELIVERY STRATEGY CERTIFICATIONS



Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR **CHEROKEE** COUNTY

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

SIGNATURE:	NAME: <small>(Please print or type)</small>	TITLE:	JURISDICTION:	DATE:
	Emily M. Lemcke	Chairman	Cherokee County	2/24/00
	Cecil Pruett	Mayor	City of Canton	2/24/00
	David Rogers	Mayor	City of Woodstock	2/24/00
	Rick Roberts	Mayor	City of Ball Ground	2/24/00
	Marguerite Cline	Mayor	City of Waleska	2/24/00
	Paul Van Haute	Mayor	City of Holly Springs	2/24/00
	Joyce H. Ayers	Mayor	City of Mountain Park	2/24/00
	Dennis Lance	Mayor	City of Nelson	2/24/00

STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY

INTERGOVERNMENTAL AGREEMENT

PROCESS FOR PROVISION OF EXTRATERRITORIAL
WATER/SEWER SERVICES
AND
LAND USE COMPATIBILITY

This Agreement made and entered into this 31st day of January, ~~19~~
2000, by and between Cherokee County (hereinafter referred to as the "County"), the cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, Woodstock by and through their Mayors, and the Cherokee County Water and Sewer Authority (hereinafter referred to as the "CCWSA") have, pursuant to Georgia Laws and Acts, prepared and adopted a joint countywide comprehensive plan. The aforementioned governing bodies have prepared a Service Delivery Strategy pursuant to Georgia Laws and Acts; and

Cherokee County (hereinafter referred to as the "County"), the Cherokee County Water and Sewer Authority (hereinafter referred to as "CCWSA", the cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock (hereinafter referred to as the "Municipal Providers") hereby agree to implement the following process for the provision of extraterritorial water/sewer services effective July 1, 1999.

1. Prior to initiating any extension of water/sewer services outside the adopted water/sewer service boundaries of that respective local government or authority, the **Provider proposing the extension will notify by certified mail the Cherokee County Planning and Zoning Department (to ensure land use compatibility is achieved) the CCWSA or the Municipal Provider (if the CCWSA is proposing the extraterritorial extension)** of the proposed extension. The notification will include at a minimum information on location of the property, size of the area, size of the proposed extension, proposed purpose of the extension (proposed land use associated with the extension) and the current land use and zoning classification.
2. Within fifteen (15) working days following receipt of the above information, **the CCWSA or County or Municipal Provider will forward to the Provider Proposing the Extension a statement:**
 - a) Indicating that the **CCWSA or County or Municipal Provider has no objection** to the proposed extraterritorial water/sewer extension and its consistency with land use; **or**

- b) Describing **its objection** to the proposed water/sewer extension or land use consistency, and providing supporting information including a listing of any possible stipulations or conditions that would alleviate such objections.
3. **If the CCWSA or County or Municipal Provider has no objection**, or fails to respond within the aforementioned time frame, to the Provider's proposed extraterritorial water/sewer extension or land use consistency, the Provider Proposing the Extension is free to proceed with the provision of the service and the Cherokee County Water/Sewer Service Area Map shall stand as amended to reflect the change in territories.
 4. **If the CCWSA or County or Municipal Provider** notifies the provider Proposing the Extension that it **has an objection**, the **Provider seeking the extraterritorial extension** will respond to the **CCWSA or County or the Municipal Provider** in writing within fifteen (15) working days by either:
 - a) Agreeing with the **CCWSA or County or Municipal Provider and stopping action** on the proposed extraterritorial water/sewer extension;
 - b) Agreeing to implement the **CCWSA's or County's or Municipal Provider's stipulations and conditions** and thereby resolving the **CCWSA's or County or Municipal Provider's** objection;
 - c) Initiating a 30-day (maximum) **Mediation** process to discuss possible compromises; or
 - d) Disagreeing that the **CCWSA's or County's or Municipal Provider's** objection is bona fide and notifying the **CCWSA or County or Municipal Provider** that the Provider Proposing the Extension will seek a declaratory judgment.

If the Provider seeking the extension initiates 4c above Mediation, the Provider Proposing the Extension and **CCWSA or County or Municipal Provider** will agree on a mediator, a mediator schedule and participants in the mediation. The Provider Proposing the Extension and **CCWSA or County or Municipal Provider** shall agree to share equally any costs associated with mediation.

5. **If no resolution** of the **CCWSA's or County's or Municipal Provider's** objection results from the mediation, **the** Provider Proposing the Extension:
 - a) **Will abandon and not proceed** with the proposed extension, **or**
 - b) Will notify the **CCWSA and County or the Municipal Provider** that the Provider Proposing the Extension, will **seek a declaratory judgment** in court, **or**
6. If the Provider Proposing the Extension and **CCWSA or County or Municipal Provider** reach an agreement as described in step


4b or 4c above, the Provider Proposing the Extension is free to proceed with the extraterritorial service and the Cherokee County Water/Sewer Service Area Map shall stand as amended to reflect the change in territories.

This extraterritorial process for water and sewer services shall remain in force and effect until amended by agreement by each party or unless otherwise terminated by operation of law.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

BY: 
EMILY M. LEMCKE, CHAIRMAN

ATTEST:


KAREN S. HUEY, COUNTY CLERK

CITY OF BALL GROUND

Rick Roberts

RICK ROBERTS, MAYOR

ATTEST:

Karen S. Jordan

CITY CLERK

CITY OF CANTON

BY: *Cecil Pruett*
CECIL PRUETT, MAYOR

FROM :

FAX NO. :


Jul. 05 1999 12:06PM P1

CITY OF HOLLY SPRINGS

BY: 

PAUL VAN HAUTE, MAYOR

ATTEST:

BY: 

CITY CLERK

CITY OF NELSON

BY:

DENNIS LANCE, MAYOR

A handwritten signature in cursive script, appearing to read "Dennis Lance", is written over a horizontal line. The signature is positioned to the right of the printed text "BY:" and "DENNIS LANCE, MAYOR".

CITY OF WALESKA

BY: Marguerite J. Cline
MARGUERITE CLINE, MAYOR

ATTEST:

Barbara M. Doud
CITY CLERK

CHEROKEE COUNTY WATER AND SEWER AUTHORITY

BY: _____

CHAIRMAN

ATTEST:



SECRETARY

SERVICE DELIVERY AGREEMENT

THIS AGREEMENT, made this 28th day of SEPTEMBER, 1999 by and between the CITY OF BALL GROUND, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as "the City"), and the CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY, acting by and through its duly appointed Board of Directors, duly authorized by the law to enter into this Agreement, (hereinafter referred to as "the Authority").

W I T N E S S E T H:

WHEREAS, the City and the Authority intend to comply with the various provisions of the Service Delivery Strategy Act (HB 489), as amended, and

WHEREAS, the City and the Authority seek to comply with the extraterritorial water and sewer/land use consistency requirements outlined in O.C.G.A. Section 36-70-24, et seq., and

WHEREAS, the City and the Authority have agreed upon water/sewer service area boundaries, and

WHEREAS, the City and the Authority intend to minimize inefficiency resulting from duplication of services and competition between the City and the Authority, and

WHEREAS, the City and the Authority intend to provide a mechanism to resolve disputes over loss service delivery areas, funding equity, and land use, and

WHEREAS, the City and the Authority intend to address issues whereby the City may extend or improve water or sewer lines in the unincorporated area of Cherokee County or the Authority may extend or improve water or sewer lines within the corporate limits of the City, and

WHEREAS, the City and the Authority intend to cooperate and identify a means to ensure that the provision of water or sewer service shall remain consistent with the land use plans and applicable regulations and ordinances of the Authority and the City, and

WHEREAS, the City and the Authority intend to establish, implement, and perform coordinated and comprehensive planning by and between the City and the Authority, and

WHEREAS, the City and the Authority shall develop a service delivery system which is efficient and responsive to the citizens of Cherokee County, and

WHEREAS, the parties intend that this agreement shall be supplemented by the previous agreement between these parties concerning the transmittal of sewerage from the City to the sewerage treatment system of the City of Canton, Georgia.

BE IT, THEREFORE, RESOLVED THAT for the mutual promises exchanged between the parties hereto and in consideration of said promises and in compliance with the above-stated laws of the State of Georgia pertaining to the subject hereto, the City and the Authority do hereby agree to implement the process for provision of extraterritorial water/sewer services as follows:

1.

The term of this Agreement shall be for a period of 40 years from the date of execution hereof and terminating on the 28th day of September, 2039.

2.

The City provides treated water to limited unincorporated areas of Cherokee County as well as within the corporate limits of the City, and the City intends to construct a sanitary sewerage treatment system. The Authority provides treated water to the majority of the unincorporated areas of Cherokee County and specific, limited areas of the City, and the Authority operates and maintains a sanitary sewerage treatment in the majority of unincorporated Cherokee County. The City and the Authority have identified and delineated the current and future service delivery areas pertaining to treated water service and sanitary sewerage treatment service which geographic areas are specifically outlined in Exhibit "A", which is attached hereto and made a part hereof. Said exhibit describes the geographic area in which the identified services are provided by the City and the Authority.

3.

The parties agree that the City shall provide all future treated water service within the corporate limits of the City and in any area lying within the two and one-half mile radius of the City's current City Hall located at the intersection of Gilmer Ferry Road and Valley Street, however, said service delivery area shall be subject to the following exceptions, provisions, and limitations.

- a. The Authority shall provide service to any area within the City which is within 150 feet of any current Authority water line, which line is of adequate capacity to provide necessary fire protection to said area.
- b. The City shall provide water service to all areas north and east of Sharp Mountain Creek and south of Marion Spence Road which said areas lie outside the above-referenced two and one-half mile radius.
- c. The Authority shall provide service within all other areas outlined within this service delivery agreement.

4.

All existing customers of the Authority located within the City's service delivery area shall remain as continuing customers of the Authority, as this agreement does not contemplate the exchange of any existing customers between the Authority and the City despite the existence of the service delivery area. Additionally, the parties contemplate that the funding for each of the identified services shall remain as is.

5.

The parties agree that all water or sewerage fees charged to customers located outside the corporate limits of the City shall not be arbitrarily higher than those fees charged to customers receiving said services within the corporate limits of the City.

In the event a dispute arises as to the reasonableness of water and/or sewer rate differentials within the service delivery area, then the parties agree that the dispute resolution provisions of O.C.G.A. Section 36-70-24 and 36-70-25 shall apply.

6.

Prior to initiating any extension of water/sewer services outside the adopted water/sewer service boundaries, as identified in Exhibit "A", the party proposing the extension shall notify by certified mail the Cherokee County Planning and Zoning Department and the other party of the proposed extension. Said notice shall be such as will ensure land use compatibility and shall include at a minimum, all necessary information on the location of the property, size of the area, size of the proposed extension, purpose of the extension, and the current land use and zoning classification.

7.

Within fifteen (15) working days following receipt of the above information, the Authority or the City as the case may be, shall forward to the other entity proposing the extension a statement which shall indicate that there is no objection to the proposed extraterritorial water/sewer extension or describe the party's objection to the proposed water/sewer extension, and providing supporting information including a listing of any possible stipulations or conditions which would alleviate such objections.

8.

If no objection is filed within the fifteen (15) day period, then the entity proposing the extension shall be free to proceed with the provision of service and the service delivery area shall stand as amended to reflect the change in territories.

9.

If objection is made, then the entity seeking the extraterritorial extension shall respond to the other party within fifteen (15) working days as follows:

- a. Agreement that all action on the proposed extension shall immediately cease;
- b. Agreeing to implement the proposed stipulations or conditions and thereby resolving the objections of the other party;
- c. Disagree with the other party's objection and seek declaratory judgment in the Superior Court of Cherokee County.

10.

This Agreement shall be governed by and shall be construed in accordance with, the laws of the State of Georgia, specifically the Service Delivery Strategy Act and O.C.G.A. Section 36-70-24 et seq.

11.

The parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

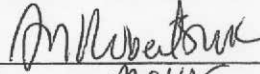
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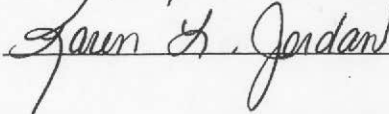
This Agreement may be amended or modified by written agreement executed by both parties which amendments or modifications shall be equally binding as if made initially and in full force and effect. Specifically, this Agreement shall be amended at such times as the comprehensive plan is updated, when necessary to change service delivery or revenue distribution arrangements, or in the event of the creation, abolition, or consolidation of local governments.

13.

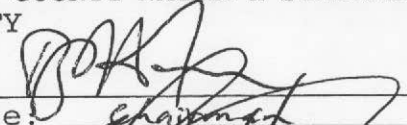
We, the undersigned, agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsible manner for the delivery of the services described above, and we see no apparent duplication of services nor issues for consolidation, and we have executed this Agreement in duplicate as of the day and year first above written.


CITY OF BALL GROUND

By: 
Title: Mayor

Attest: 

CHEROKEE COUNTY WATER & SEWERAGE
AUTHORITY

By: 
Title: Chairman

Attest: 

AGREEMENT

THIS AGREEMENT made this 31st day of August, 1999 by and between CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY, acting by and through its duly appointed Board of Directors, duly authorized by law to enter into this Contract, (hereinafter referred to as "Authority"), and the CITY OF BALL GROUND, Georgia, acting by and through its duly elected Mayor and City Council, duly authorized by law to enter into this Contract, (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the Authority is desirous of providing certain sanitary sewer services to the City of Ball Ground, specifically the transmittal of sewage flow from the City of Ball Ground to the sewage treatment system of the City of Canton;

WHEREAS, the City of Ball Ground is incapable at this time of providing sanitary sewer treatment service or the transmission of sewerage;

WHEREAS, the Authority acknowledges that the City of Canton and the City of Ball Ground have entered into a separate agreement which provides that the City of Canton will accept and treat sewage received from the City of Ball Ground through the Authority's lines; and

WHEREAS, the City of Ball Ground has determined that this Agreement is necessary to insure the health, safety and general

welfare of the citizens of the City of Ball Ground. The City has further determined that it is more economical to contract with the Authority for the purposes of transmitting said sewage than if the City attempted to independently construct and equip a sewage treatment facility at the present time.

NOW, THEREFORE, BY REASON OF THE ADVANTAGES ACCRUING TO THE CITY AND THE AUTHORITY AND THE INHABITANTS OF THE CITY OF BALL GROUND, AND OTHER ADVANTAGES NOT HEREIN ENUMERATED, THE CITY AND THE AUTHORITY HEREBY ENTER INTO THE FOLLOWING AGREEMENT:

1.

The term of this Agreement shall be for a period of forty (40) years from the date of execution hereof. Upon ten (10) days written notification by the City, the Authority shall connect and accept sewage from the City of Ball Ground into the Highway 5 interceptor line.

2.

(a) The City shall pay for the wheeling of sewage which wheeling fee shall include all pumping costs, maintenance costs, and line capacity fees. Said wheeling fee shall be calculated by computing the number of gallons of sewage flowing into the Highway 5 interceptor line at the initial base rate of Twenty Cents (0.20) per 1,000 gallons of sewage. Payments to the Authority shall be made on or before the 5th day of each calendar month for the services so furnished by the Authority for the preceding calendar month. In the event such payment is not made by the last day of any calendar month, the Authority shall have the right and

authority to discontinue the transmittal of sewage flow provided for herein.

(b) The City shall be responsible for the installation and maintenance of all metering devices so as to calculate the number of gallons of sewage passing from the City into the Authority's lines.

(c) Said metering devices shall be pre-approved by Welker & Associates, Inc., the Authority's consulting engineers.

(d) The City shall maintain accurate books, records, and accounts of the meter readings for each calendar month for the total number of gallons of sewage flowing from the City's collector lines. The Authority shall have the right to inspect the meters and records to verify the quantity of sewage flow. Said right of inspection shall include the right to examine any of the City's directly pertinent books, documents, papers, or other records involving information related to this Agreement.

3.

The maximum amount of sewage to be transmitted pursuant to this Agreement shall be 100,000 gallons per day.

4.

The parties hereto agree to comply with any and all applicable City, County, State and Federal Rules and Regulations. The parties further agree to amend this Agreement in the event said amendment is necessary in order to comply with any City, County, State, or Federal Rules and Regulations.

5.

The City agrees that the Authority shall have the right to revise the initial wheeling fee as set forth in paragraph 2 above and the City hereby assents thereto.

6.

No failure by either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of all or partial payment of the wheeling fee or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7.

If any disagreements shall arise with referenced to any of the terms or conditions of this Contract, or with reference to any matter connected with the same, such disagreement or dispute shall be immediately submitted and decided by arbitrators. The City shall appoint one arbitrator and the Authority shall appoint one arbitrator and the two so appointed shall select a third arbitrator and two of the three so chosen shall control and their decision in the matter shall be binding on the parties hereto as a condition precedent to any action before a Court of law or equity. It is expressly provided, however, that either of the parties hereto shall have the right to protect its rights and interests and to seek such remedy and relief as provided by law.

8.

Should any phrase, clause, sentence or paragraph of this Contract be held invalid or unconstitutional, it shall in no wise

affect the remaining provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have executed this Agreement in duplicate as of the day and year first above written.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

By: [Signature] (SEAL)

Attest: [Signature] (SEAL)

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

CITY OF BALL GROUND

By: [Signature] (SEAL)

Attest: [Signature] (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: MARCH 19, 2003

STATE OF GEORGIA.

COUNTY OF CHEROKEE:

This Contract made and entered in duplicate this 31st day of August, 1999 by and between the City of Canton, a Municipal Corporation of said State and County, acting by and through its Mayor and Council pursuant to Resolution passed (hereinafter referred to as "Canton") and the City of Ball Ground, a Municipal Corporation of said State and County, acting by and through its Mayor and Council pursuant to Resolution duly passed (hereinafter referred to as "Ball Ground"):

W I T N E S S E T H:

WHEREAS, Canton is now operating and maintaining a sewerage system with a capacity capable of serving certain areas of the County outside the Corporate Limits of the City of Canton, and

WHEREAS, the City of Ball Ground does not have an adequate sewerage system to meet its present and future requirements which would create a health problem which will become acute if proper measures to alleviate this concern are not promptly taken; and

WHEREAS, Ball Ground has in recent years experienced growth in population as well as in commercial and industrial development, and it is anticipated that such growth will continue at an even faster rate in the future, provided adequate sewerage facilities, particularly including sewage treatment facilities, are made available; and

WHEREAS, after an independent study and investigation, the Mayor and Council of the City of Ball Ground has determined that a contract should be entered into with Canton for the use of the sewage treatment facilities now being operated and maintained by Canton and it is further determined that this method will be more economical and will provide more adequate sewage treatment facilities than Ball Ground could provide if it attempted independently to construct and equip sewage treatment facilities at the present time and foreseeable future; and

WHEREAS, the entering into this contract is authorized by the provisions of Official Code of Georgia Annotated Section 36-60-2; and

WHEREAS, Ball Ground, acting by and through its Mayor and Council, is desirous of entering into this Contract with Canton for the use of Canton's sewerage facilities for the treatment and disposal of Ball Ground's sewage, all in order to better protect the health of the residents of said City and to Promote the growth and development of Ball Ground; and

WHEREAS, Canton, acting by and through its Mayor and Council, desires to enter into this Contract for the treatment of the City of Ball Ground sewage, all in order to better protect the health of the residents of said City, and to promote the growth and development of Cherokee County.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, it is agreed by and between the City of Canton and the City of Ball Ground, each acting by and

through its duly authorized officers, pursuant to Resolutions duly adopted and properly passed, as follows:

1.

The term of this Contract shall be for a period of forty (40) years from the date of execution hereof.

2.

Upon sixty (60) days written notification by Canton that the sewage treatment facilities are available for use by Ball Ground, the City of Ball Ground shall connect its sewage collector system to an outfall line belonging to the Cherokee County Water and Sewerage Authority (hereinafter called "CCWSA") and shall pay Canton for the treatment of sewage discharged by Ball Ground into the system as hereinafter provided.

3.

(a) Ball Ground shall pay for the treatment of sewage for each preceding calendar month the aggregate of the sum by computing the number of gallons of sewage flowing from Ball Ground collector lines at the initial base rate of Three Dollars and Twenty Cents (\$3.20) per one thousand (1,000.00) gallons of sewage.

(b) Said payments to Canton shall be made on or before the fifth day of each calendar month for the services and facilities so furnished by Canton for the preceding calendar month. In the event such payment is not made by the twentieth day of any calendar month. Canton shall have the right and authority to discontinue the sewage services provided for herein.

(c) Said payment shall initially commence in the month immediately following the month in which Ball Ground sewage lines are connected to the CCWSA outfall line as herein provided.

4.

(a) At each point where Ball Ground connects its sewage collection system, Ball Ground shall install and maintain a metering device so as to calculate the number of gallons of sewage passing from the Ball Ground Collector lines.

(b) Said metering devices must be pre-approved by Welker & Associates, Inc., CCWSA's consulting engineers.

(c) Ball Ground shall keep accurate books, records, and accounts of the meter readings for each calendar month for the total number of gallons of sewage flowing from the City's collector lines and Canton shall have the right to inspect the meters and records to verify the quantity of sewage flow.

5.

The maximum amount of sewage to be treated pursuant to this Contract shall be a maximum of one hundred thousand (100,000) gallons per day.

6.

The City of Ball Ground agrees to, within sixty (60) days of the execution of this contract, to duly adopt and pass:

(a) an Ordinance requiring regulations and requirements as to "grease traps". Said Ordinance shall include inspections by Ball Ground to insure compliance.

(b) an Ordinance providing for an industrial pre-treatment program which shall include a pre-treatment questionnaire and

application to be completed by each prospective industrial user. Said application will be reviewed and approved by the City of Canton prior to a sewer connection being made to the collector lines. Said Ordinance shall provide that subsequent to approval by the City of Canton, all industrial users shall be "permitted" and that they agree to be inspected by the Georgia Environmental Protection Department (EPD).

7.

The City of Canton shall have the discretion to deny any applicant, or prospective user, a sewer connection or to deny a user from depositing sewage into the system if it is determined to be detrimental to said system.

8.

Canton shall have the right and is hereby authorized to prescribe, from time to time, reasonable rules, regulations and procedures pertaining to the use and operation of its sewerage system, including but not limited to, the various types of sewage that may or may not be disposed of and treated by its sewage treatment facilities, and Ball Ground hereby agrees and assents thereto, expressly including, but not limited to, regulations covering pre-treatment of sewage.

9.

The parties hereto agree and assent to comply with all applicable city, county, state and federal rules and regulations. The parties further agree and assent to amend this Contract, if necessary, to comply with such city, county, state and federal rules and regulations.

10.

Ball Ground recognizes and agrees that Canton shall have the right to revise the initial rate scheduled set forth in paragraph 3 above and Ball Ground hereby assents thereto.

11.

In case of reason of force majeure, either Canton or Ball Ground should be rendered unable wholly, or in part, to carry out the obligations under this agreement, other than the obligation of Ball Ground to make the payments required under the terms hereof, then either party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, in any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the government of the United States or the State of Georgia, other than orders concerning water quality control or treatment or any civil or military authority insurrections, rights, epidemics, and slides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions or accidents to machinery and inability on the part of Canton to operate its

sewerage system or on account of any other causes not reasonably within the control of the party claiming such inability.

12.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with the same, such disagreement or dispute shall be immediately submitted and decided by arbitrators. Canton shall appoint one arbitrator and Ball Ground shall select one arbitrator and the two so appointed shall select a third arbitrator and two of the three so chosen shall control and their decision in the matter shall be binding on the parties hereto as a condition precedent to any action before a Court of law or equity. It is expressly provided, however, that either of the parties hereto shall have the right to protect its rights and interests and to seek such remedies and relief as provided by law.

13.

Should any phrase, clause, sentence or paragraph of this Contract be held invalid or unconstitutional, it shall in no wise affect the remaining provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers pursuant to Resolutions duly passed, have caused this contract to be executed in duplicate as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CITY OF CANTON

By: Cecil Pruett
Mayor

ATTEST:

Diana G. Shreevitt
City Clerk

(SEAL)

CITY OF BALL GROUND

By: Mr. Watson
Mayor

ATTEST:

Sam H. Jordan
City Clerk

(SEAL)

SERVICE DELIVERY AGREEMENT

THIS AGREEMENT, made this 27th day of September, 1999 by and between the CITY OF CANTON, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as the "City"), and the CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY, acting by and through its duly appointed Board of Directors, duly authorized by the law to enter into this Agreement, (hereinafter referred to as the "Authority").

W I T N E S S E T H:

WHEREAS, the City and the Authority intend to comply with the various provisions of the Service Delivery Strategy Act (HB 489), as amended, and

WHEREAS, the City and the Authority seek to comply with the extraterritorial water and sewer/land use consistency requirements outlined in O.C.G.A. Section 36-70-24, et seq., and

WHEREAS, the City and the Authority have agreed upon water/sewer service area boundaries, and

WHEREAS, the City and the Authority intend to minimize inefficiency resulting from duplication of services and competition between the City and the Authority, and

WHEREAS, the City and the Authority intend to provide a mechanism to resolve disputes over loss service delivery areas, funding equity, and land use, and

WHEREAS, the City and the Authority intend to address issues whereby the City may extend or improve water or sewer lines in the unincorporated area of Cherokee County or the Authority may extend or improve water or sewer lines within the corporate limits of the City, and

WHEREAS, the City and the Authority intend to cooperate and identify a means to ensure that the provision of water or sewer service shall remain consistent with the land use plans and applicable regulations and ordinances of the Authority and the City, and

WHEREAS, the City and the Authority intend to establish, implement, and perform coordinated and comprehensive planning by and between the City and the Authority, and

WHEREAS, the City and the Authority shall develop a service delivery system which is efficient and responsive to the citizens of Cherokee County, and

WHEREAS, the parties intend that this agreement shall be supplemented by the previous agreement reached between the parties concerning the treatment of sewage received from the City of Ball Ground as transmitted to the sewage treatment system of the City of Canton by the Authority.

BE IT, THEREFORE, RESOLVED THAT for the mutual promises exchanged between the parties hereto and in consideration of said promises and in compliance with the above-stated laws of the State of Georgia pertaining to the subject hereto, the City and the Authority do hereby agree to implement the process for provision of extraterritorial water/sewer services as follows:

1.

The term of this Agreement shall be for a period of _____ years from the date of execution hereof and terminating on the _____ day of _____, _____.

2.

The City and the Authority have identified and delineated the water and sewer service area boundaries, and each party agrees upon which service area that party shall provide services. Each party has adopted the water and sewer service area map, which map identifies the geographic areas for which the City is responsible and for which the Authority is responsible. A copy of said service area map is attached hereto as Exhibit "A" and made a part hereof. The parties agree that this map shall be reviewed and amended on an annual basis.

3.

The parties do hereby agree that this agreement shall reflect an exchange of certain customers within each service delivery area. Both parties agree to be bound by the descriptions of the service areas as outlined in Exhibit "A", and the City hereby does remise, release, convey and forever quit claim unto the Authority, its legal representatives, successors and assigns all pipes, lines, service connections, pumping stations, and any other related facilities as may be found within the Authority's service delivery area as set forth in Exhibit "A". Both parties agree to be bound by the descriptions of the service areas as outlined in Exhibit "A", and the Authority hereby does remise, release, convey and

forever quit claim unto the City, its legal representatives, successors and assigns all pipes, lines, service connections, pumping stations, and any other related facilities as may be found within the City's service delivery area as set forth in Exhibit "A".

4.

The parties agree that all existing customers currently served by the City who are located in the service delivery area of the Authority as defined by Exhibit "A" shall become the customers of the Authority. The parties further agree that all existing customers currently served by the Authority who are located in the service delivery area of the City as defined by Exhibit "A" shall become the customers of the City. Both parties to this Agreement do hereby agree that the above stated exchange of real and personal property does in fact represent a dollar for dollar exchange of the various facilities as well as the customer base.

5.

The parties hereby agree that the above stated dollar for dollar exchange of personal and real property, including the parties customer base shall have no impact on any outstanding indebtedness or other bonds for which the City or the Authority are currently obligated, and the purpose of said exchange is to give enhanced meaning to the service Delivery Strategy act and other related laws.

6.

The parties agree that all water or sewerage fees charged to customers located outside the corporate limits of the City shall

not be arbitrarily higher than those fees charges to customers receiving said services within the corporate limits of the City. In the event a dispute arises as to the reasonableness of water and/or sewer rate differentials within the service delivery area, then the parties agree that the dispute resolution provisions of O.C.G.A. Section 36-70-24 and 36-70-25 shall apply.

7.

Prior to initiating any extension of water/sewer services outside the adopted water/sewer service boundaries, as identified in Exhibit "A", the party proposing the extension shall notify by certified mail the Cherokee County Planning and Zoning Department and the other party of the proposed extension. Said notice shall be such as will ensure land use compatibility and shall include at a minimum, all necessary information on the location of the property, size of the area, size of the proposed extension, purpose of the extension, and the current land use and zoning classification.

8.

Within fifteen (15) working days following receipt of the above information, the Authority or the City as the case may be, shall forward to the other entity proposing the extension a statement which shall indicate that there is no objection to the proposed extraterritorial water/sewer extension or describe the party's objection to the proposed water/sewer extension, and providing supporting information, including a listing of any possible stipulations or conditions which would alleviate such objections.

9.

If no objection is filed within the fifteen (15) day period, then the entity proposing the extension shall be free to proceed with the provision of service and the service delivery area shall stand as amended to reflect the change in territories.

10.

If objection is made, then the entity seeking the extraterritorial extension shall respond to the other party within fifteen (15) working days as follows:

- a. Agreement that all action on the proposed extension shall immediately cease;
- b. Agreeing to implement the proposed stipulations or conditions and thereby resolving the objections of the other party;
- c. Disagree with the other party's objection and seek declaratory judgment in the Superior Court of Cherokee County.

11.

This Agreement shall be governed by and shall be construed in accordance with, the laws of the State of Georgia, specifically the Service Delivery Strategy Act and O.C.G.A. Section 36-70-24 et seq.

12.

The parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

13.

This Agreement may be amended or modified by written agreement executed by both parties which amendments or modifications shall be equally binding as if made initially and in full force and effect. Specifically, this Agreement shall be amended at such times as the comprehensive plan is updated, when necessary to change service delivery or revenue distribution arrangements, or in the event of the creation, abolition, or consolidation of local governments.

14.

We, the undersigned, agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsible manner for the delivery of the services described above, and we see no apparent duplication of services nor issues for consolidation, and we have executed this Agreement in duplicate as of the day and year first above written.

CITY OF CANTON

By: Cecil Pruet

Title: _____

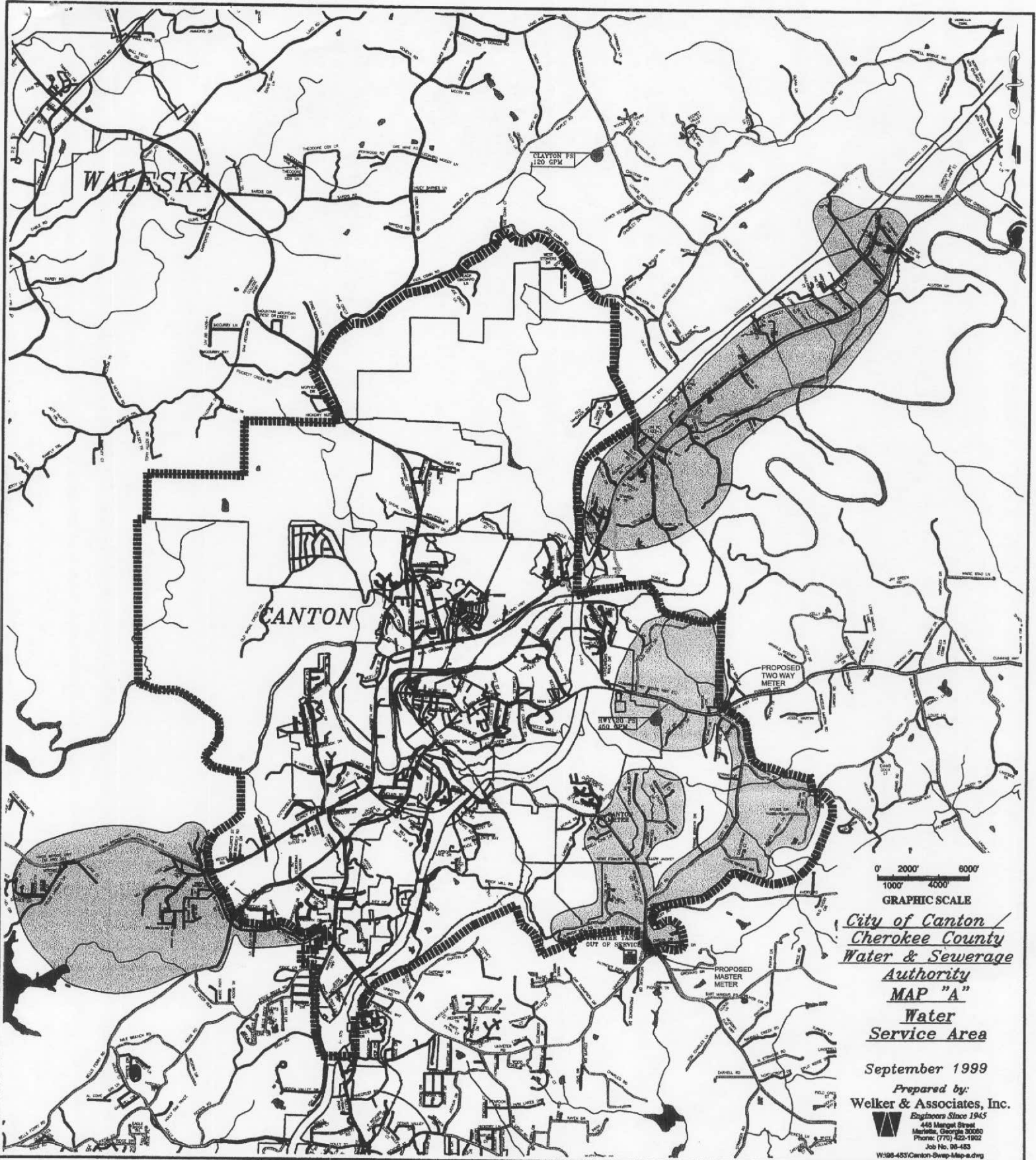
Attest: Diana J. Shrewitt

CHEROKEE COUNTY WATER & SEWERAGE
AUTHORITY

By: [Signature]

Title: Chairman

Attest: [Signature]



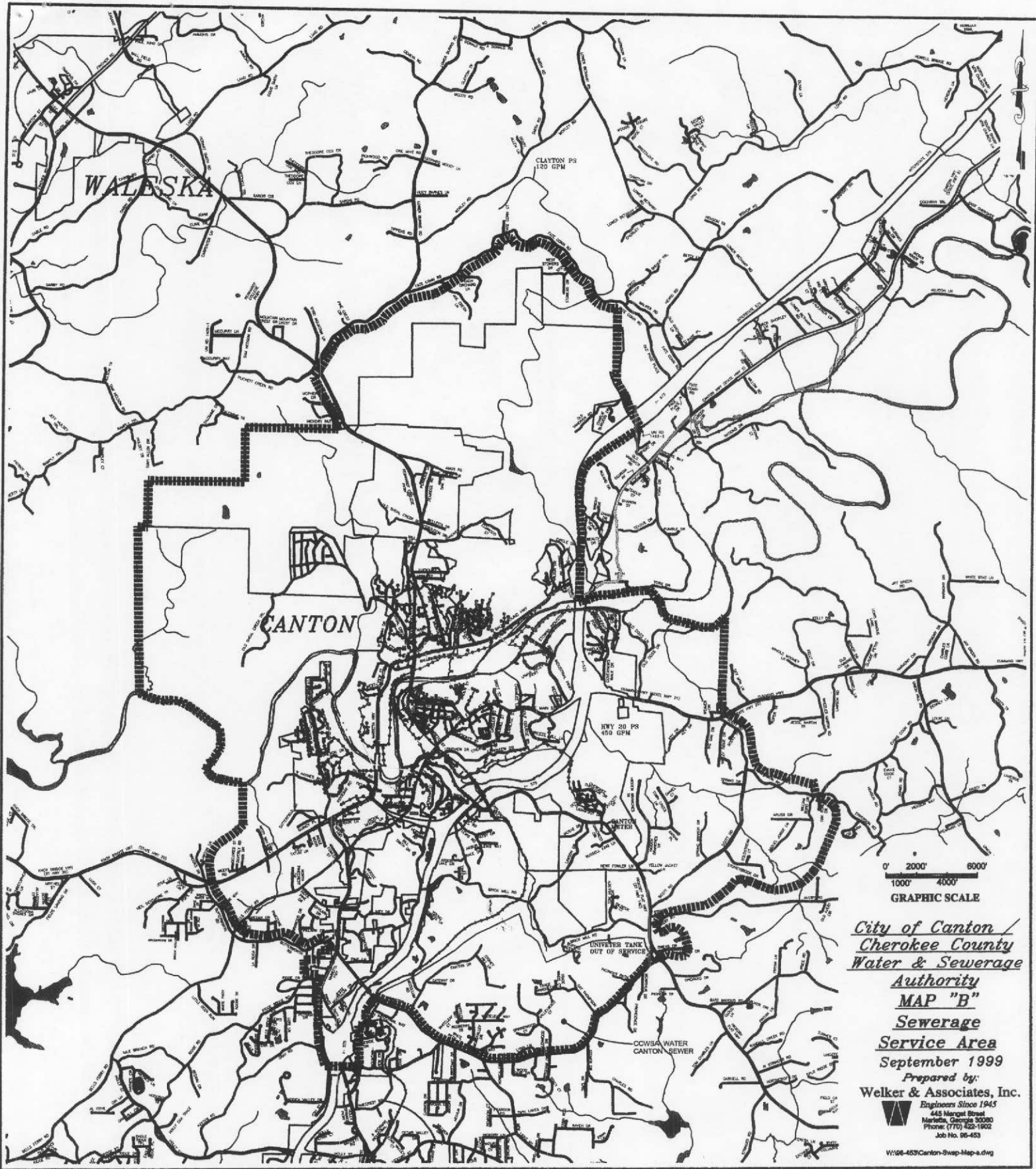
City of Canton
Cherokee County
Water & Sewerage
Authority
MAP "A"
Water
Service Area

September 1999

Prepared by:
Welker & Associates, Inc.

W Engineers Since 1945
 445 Marietta Street
 Marietta, Georgia 30060
 Phone: (770) 422-1902
 Job No. 98-453

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City of Canton /
 Cherokee County
 Water & Sewerage
 Authority
MAP "B"
 Sewerage
 Service Area
 September 1999

Prepared by:
Welker & Associates, Inc.
 Engineers Since 1945
 445 Margul Street
 Marietta, Georgia 30060
 Phone: (770) 422-1402
 Job No. 98-453

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February 17, 1999

Mayor and Council
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

City of Canton

RE: Sewerage Treatment

Dear Mayor Vanhaute and Members of Council:

The City of Canton is very pleased to be able to work with your community to provide wastewater treatment. The City of Canton, through an agreement with the Cherokee County Water and Sewer Authority, has secured up to 350,000 gallons per day capacity in the Rose Creek wastewater treatment facility.

The following is a summary of what we discussed in our meeting on February 11, 1999:

1. The contract between the City of Canton and the City of Holly Springs for wastewater treatment shall run concurrent with our contract for water service, which expires in 2032. This contract will be revisited from time to time to discuss rate changes.
2. The daily amount of sewerage to be treated will be a maximum of 350,000 gallons.
3. At each connection point where the City of Holly Springs ties into the an outfall line belonging to Cherokee County Water and Sewer Authority a metering device must be installed. The metering device must be pre-approved by Welker and Associates, the engineering firm representing Cherokee County Water and Sewer Authority.
4. The City of Holly Springs must have in place a written grease trap policy and insure that all establishments required to have a grease trap are inspected regularly to insure compliance.
5. The City of Holly Springs must adopt an industrial pre-treatment program and insure the following:
 - a. an industrial pre-treatment questionnaire must be completed by each industrial user, the application must be reviewed and approved by Cherokee County Water and Sewer Authority before a sewer connection is made to the outfall line. The Authority shall have the right to deny any user from putting waste into the system if it is deemed that the strength of the

page 2
Sewer Treatment
City of Holly Springs

wastewater would have an adverse effect on the wastewater treatment facility.

- b. all industrial users, after approval by the Cherokee County Water and Sewer Authority, must be permitted and inspected by the Georgia EPD.

Within the next few weeks we will need to meet again with our attorneys and workout the contractual arrangements. If we can be of any service or if our office can provide you with any additional information please feel free to contact our City Manager, Eddie McCollum or Director of Water and Sewer Administration, Rhonda Owen.

Sincerely,



Cecil Pruett, Mayor
City of Canton

STATE OF GEORGIA

CHEROKEE COUNTY

This contract made and entered in duplicate this 12th day of April, 1999 by and between the City of Canton, a municipal corporation of said State and County, acting by and through its Mayor and Council pursuant to Resolution duly passed (hereinafter referred to as "Canton") and the City of Holly Springs, a municipal corporation of said State and County, acting by and through its Mayor and Council pursuant to Resolution duly passed (hereinafter referred to as "Holly Springs").

WITNESSETH

WHEREAS, the parties have heretofore entered into contracts dated May 22, 1956 and amended by contract dated March 10, 1962. Said contracts being superseded by contract dated May 1, 1982, wherein Canton agreed to sell and Holly Springs agreed to purchase water under the terms and conditions as therein stated. In accordance therewith, Canton has been and is now selling and Holly Springs has been and is now purchasing water; and

WHEREAS, Canton is now operating and maintaining a sewerage system with a capacity capable of serving certain areas of the county outside the corporate limits of the City of Canton; and

WHEREAS, the City of Holly Springs does not have an adequate sewerage system to meet its present and future requirements which would create a health problem which will become acute if proper measures to alleviate this concern are not promptly taken; and

WHEREAS, Holly Springs has in recent years experienced growth in population as well as in commercial and industrial development, and it is anticipated that such growth will continue at even a faster rate in the future, provided adequate sewerage facilities, particularly including sewage treatment facilities, are made available; and

WHEREAS, after an independent study and investigation, the Mayor and Council of the City of Holly Springs has determined that a contract should be entered into with Canton for the use of the sewage treatment facilities now being operated and maintained by Canton and it is further determined that this method will be more economical and will provide more adequate sewage treatment facilities than Holly Springs could provide if it attempted independently to construct and equip sewage treatment facilities at the present time and foreseeable future; and

WHEREAS, the entering into this contract is authorized by the provisions of Official Code of Georgia Annotated Section 36-60-2; and

WHEREAS, Holly Springs, acting by and through its Mayor and Council, is desirous of entering into this contract with Canton for the use of Canton's sewerage facilities for the treatment and disposal of Holly Springs' sewage, all in order to better protect the health of the residents of said City and to promote the growth and development of Holly Springs; and

WHEREAS, Canton, acting by and through its Mayor and Council, desires to enter into this contract for the treatment of the City of Holly Springs sewage, all in order to better protect the health of the residents of said City, and to promote the growth and development of Cherokee County.

NOW THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, it is agreed by and between the City of Canton and the City of Holly Springs, each acting by and through its duly authorized officers, pursuant to Resolutions duly adopted and properly passed, as follows:

1.

The term of this contract shall be for a period of fifty (50) years from the date of execution hereof.

2.

Upon written notification by Canton that the sewage treatment facilities are available for use by Holly Springs, the City of Holly Springs shall connect its sewage collector system to an outfill line belonging to the Cherokee County Water and Sewerage Authority (hereinafter called "CCWSA") and shall pay Canton for the treatment of sewage discharged by Holly Springs into the system as hereinafter provided.

3.

(a) Holly Springs shall pay for the treatment of sewage for each preceding calendar month the aggregate of the sum by computing the number of gallons of sewage flowing from Holly Springs collector lines at the initial base rate of three dollars and fifteen cents (\$3.15) per one thousand (1,000) gallons of sewage.

(b) Said payments to Canton shall be made on or before the fifth day of each calendar month for the services and facilities so furnished by Canton for the preceding calendar month. In the event such payment is not made by the twentieth day of any calendar month, Canton shall have the right and authority to discontinue the sewage services provided for herein.

(c) Said payments shall initially commence in the month immediately following the month in which Holly Springs sewage lines are connected to the CCWSA outfill line as herein provided.

4.

(a) At each point where Holly Springs connects its sewage collection system, Holly Springs shall install and maintain a metering device so as to calculate the number of gallons of sewage passing from the Holly Springs collector lines.

(b) Said metering devices must be pre-approved by Welker & Associates, Inc., CCWSA's consulting engineers.

(c) Holly Springs shall keep accurate books, records, and accounts of the meter readings for each calendar month for the total number of gallons of sewage flowing from the City's collector lines and Canton shall have the right to inspect the meters and records to verify the quantity of sewage flow.

5.

The maximum amount of sewage to be treated pursuant to this contract shall be a maximum of three hundred fifty thousand (350,000) gallons per day.

6.

The City of Holly Springs agrees to, within sixty (60) days of the execution of this contract, to duly adopt and pass:

(a) an Ordinance requiring regulations and requirements as to "grease traps." Said Ordinance shall include inspections by Holly Springs to insure compliance.

(b) an Ordinance providing for an industrial pre-treatment program which shall include a pre-treatment questionnaire and application to be completed by each prospective industrial user. Said application will be reviewed and approved by the CCWSA prior to a sewer connection being made to the collector lines. Said ordinance shall provide that subsequent to approval by the CCWSA, all industrial users shall be "permitted" and that they agree to be inspected by the Georgia Environmental Protection Department (EPD).

7.

CCWSA, acting on behalf of Canton, shall have the discretion to deny any applicant, or prospective user, a sewer connection or to deny a user from depositing sewage into the system if it is determined to be detrimental to said system.

8.

Canton shall have the right and is hereby authorized to prescribe, from time to time, reasonable rules, regulations and procedures pertaining to the use and operation of its sewerage system, including but not limited to, the various types of sewage that may or may not be disposed of and treated by its sewage treatment facilities, and Holly Springs hereby agrees and assents thereto, expressly including, but not limited to, regulations covering pre-treatment of sewage.

9.

The parties hereto agree and assent to comply with all applicable city, county, state and federal rules and regulations. The parties further agree and assent to amend this contract, if necessary, to comply with such city, county, state and federal rules and regulations.

10.

Holly Springs recognizes and agrees that Canton shall have the right to revise the initial rate schedule set forth in paragraph 3 above and Holly Springs hereby assents thereto.

11.

In case of reason of *force majeure*, either Canton or Holly Springs should be rendered unable wholly, or in part, to carry out the obligations under this agreement, other than the obligation of Holly Springs to make the payments required under the terms hereof, then either party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time

after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, in any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the government of the United States or the State of Georgia, other than orders concerning water quality control or treatment or any civil or military authority insurrections, rights, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions or accidents to machinery and inability on the part of Canton to operate its sewerage system, or on account of any other causes not reasonably within the control of the party claiming such inability.

12.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with the same, such disagreement or dispute shall be immediately submitted and decided by arbitrators. Canton shall appoint one arbitrator and Holly Springs shall select one arbitrator and the two so appointed shall select a third arbitrator and two of the three so chosen shall control and their decision in the matter shall be binding on the parties hereto, as a condition precedent to any action before a court of law or equity. It is expressly provided, however, that either of the parties hereto shall have the right to protect its rights and interests and to seek such remedies and relief as provided by law.

GEORGIA, CHEROKEE COUNTY.

THIS AGREEMENT made and entered as of the 1st day of May, 1982 by and between the CITY OF CANTON, a municipal corporation of said State and County, hereinafter referred to as Canton, and the CITY OF HOLLY SPRINGS, a municipal corporation of said State and County, hereinafter referred to as Holly Springs.

WHEREAS, the parties have heretofore entered into a contract dated May 22, 1956 and amended by contract dated March 10, 1962, wherein Canton agreed to sell and Holly Springs agreed to purchase water under the terms and conditions as therein stated and in accordance therewith Canton has been and is now selling and Holly Springs has been and is now purchasing water; and

WHEREAS, Holly Springs is in the process of updating its water system to be funded by a grant and Farmers Home Administration loan to be paid back over a period of 40 years; and

WHEREAS, in order for Holly Springs to obtain the aforesaid grant and loan it is necessary that it be assured a source of water supply for a period of 50 years from the date hereof; and

WHEREAS, the Constitution of the State of Georgia provides that a municipality of this state may contract for a period not exceeding 50 years with each other or with any public agency, public corporation, or authority for the use by such subdivision of any facilities or services of the municipality; and

WHEREAS, both parties desire to provide for the continued purchase and sale of said water supply for a period of 50 years and in so doing to cancel and declare null and void the prior agreements between the parties.

NOW, THEREFORE, in consideration of the mutual promises and benefits to each party, as set out in this agreement, the receipt and sufficiency of such consideration being hereby acknowledged the parties hereto agree as follows:

(1) The contract between the parties dated May 22, 1956 as amended March 10, 1962 and as amended April 2, 1981 regarding the sale of water by Canton to Holly Springs is hereby declared null and void and all terms, conditions and provisions of said agreement are superseded by this agreement.

(2) The term of this contract shall be for a period of 50 years from the date hereof.

(3) Canton will maintain the existing meter or meters as presently established through which meter or meters water will be furnished to Holly Springs.

(4) Canton will furnish water to Holly Springs at the agreed upon point during the term of this contract, and during the ability of Canton to furnish the water and to make all reasonable efforts to provide for the furnishing of potable water in sufficient quantities as may be required by Holly Springs, subject, however, to such interruptions over which Canton has no control, such as but not limited to, floods, strikes, shortage of water, and acts of God.

(5) Holly Springs will accept and pay for the water delivered under the terms of this contract at the rates as established and set by agreement by the parties and based upon the number of gallons of water used by Holly Springs in each month. Payment for such water so received in each month shall be made to Canton before the 20th day following the last day of the preceding month. In the event Holly Springs should fail to pay any such water bill within 20 days from the due date, Canton shall have the power and authority and Holly Springs hereby consents that Canton may discontinue and terminate said service unless for any reason there is a legitimate dispute as to the amount due.

(6) In the event that the meter or meters or measuring equipment shall be found to be inoperative or out of adjustment to the extent of 4% or more, registration of such meter or meters shall be corrected at the rate of such inaccuracy for the period in which the inaccuracy is definitely known and agreed upon. In the event that said metering equipment is out of operation or inaccurate during any period, then Holly Springs shall pay Canton for the water delivered in such period according to the most accurate estimate which can be reasonably made from the information available. If any metering equipment shall be found inoperative or out of adjustment, such defect shall be corrected by Canton as rapidly as possible. Holly Springs shall furnish statistical data indicating water consumed during the period of discrepancy so that a fair estimate of the water consumed may be made for billing purposes; and

(7) The proper officers or employees of Canton Water System shall have at all reasonable times access to the meters, meter valves and connections for the purpose of inspection, repairing, reading of meters, or the doing of any and all things necessary in connection with the supply and service of water from the Canton Water System to the Holly Springs Water System; and

(8) Holly Springs is placed upon the same basis of water service as other users of water and shall receive only the benefit of proportioned service which Holly Springs agrees to accept and agrees to protect Canton from any and all claims, damages or otherwise resulting from such proportioned and reduced service.

(9) That in the event it becomes necessary in the operation of the Canton Water System to increase its water rates to its own users and to Holly Springs, then such increase charged to Holly Springs shall be mutually agreed upon, and if the amount of such increase cannot be mutually agreed upon, then Canton

shall appoint one arbiter and Holly Springs appoint one arbiter and these two arbiters shall select a third arbiter and they shall determine the amount of such increase, if any, Canton shall make to Holly Springs for the water so furnished. To the extent allowed by law, the decision of the majority of arbiters shall be final and binding on Canton and Holly Springs. If the arbiters appointed by Canton and Holly Springs cannot agree on the selection of the third arbiter, such third arbiter shall be appointed by the Judge of the Superior Court of Cherokee County, Georgia, upon application of either party hereto.

(10) This agreement and all undertakings and obligations herein contained shall not be deemed to constitute a debt of either party hereto or a pledge of the faith and credit of either party and neither party shall have the right to compel any exercise of the taxing power of the respective political subdivisions to perform any terms hereof or to pay any sums due hereunder and neither party shall be subject to any pecuniary liability hereunder, except as to the obligations of payment of any amount due for water furnished and then only to the extent of funds available which have been produced by the respective water systems.

IN WITNESS WHEREOF, the City of Canton has caused this instrument to be executed by its Mayor and its corporate seal affixed, attested by its Clerk and the City of Holly Springs has caused this instrument to be executed by its Mayor and its corporate seal affixed, attested by its Clerk, all as of the year and date first above written.

CITY OF CANTON

BY: _____

Louis Robinson
Mayor

Attest:

Judith J. Wehner
Clerk

(SEAL)

CITY OF HOLLY SPRINGS

BY: Cathy L Payne
Mayor

Attest:

Martha Mullins
Clerk

(SEAL)

RESOLUTION APPROVING CONTRACT FOR THE FURNISHING OF
WATER BY THE CITY OF CANTON TO THE CITY OF HOLLY SPRINGS

WHEREAS, the City of Canton is presently under contract with the City of Holly Springs to furnish water to the City of Holly Springs; and

WHEREAS, the City of Holly Springs is in the process of updating its water system; and

WHEREAS, the City of Holly Springs desires to enter into a new contract for water service for a fifty (50) year period; and

WHEREAS, the Contract has been prepared and furnished to the City of Canton by the City of Holly Springs; and

WHEREAS, the Water Commission of the City of Canton has reviewed and approved this contract.

THEREFORE, BE IT RESOLVED, that the City of Canton, through its Council and Mayor does hereby ratify and approve this contract and the Mayor and Clerk of the City of Canton are hereby authorized to execute the said contract on behalf of the City of Canton.

This Resolution passed at a regular meeting of the Council of the City of Canton this 6th day of May 1982.

Paul Boling
Mayor

Judy S. Wehant
Clerk

RESOLUTION APPROVING CONTRACT FOR THE FURNISHING OF
WATER BY THE CITY OF CANTON TO THE CITY OF HOLLY SPRINGS

WHEREAS, the City of Canton is presently under contract with the City of Holly Springs to furnish water to the City of Holly Springs; and

WHEREAS, the City of Holly Springs is in the process of updating its water system; and

WHEREAS, the City of Holly Springs desires to enter into a new contract for water service for a fifty (50) year period; and

WHEREAS, the Contract has been prepared and furnished to the City of Canton and the City of Holly Springs for approval and execution; and

THEREFORE, BE IT RESOLVED, that the City of Holly Springs, through its Council and Mayor does hereby ratify and approve this contract and the Mayor and Clerk of the City of Holly Springs are hereby authorized to execute the said contract on behalf of the City of Holly Springs,

This Resolution passed at a regular meeting of the Council of the City of Holly Springs this 6th day of May, 1982.

Andy L. Payne
Mayor

Martha Mulline
Clerk

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 27th day of June, 1967, between the City of Canton, Georgia, hereinafter referred to as the First Party, and City of Walaska, hereinafter referred to as the Second Party.

WITNESSETH

WHEREAS, the First Party has been organized and established and chartered under the provisions of an Act of Georgia Legislature (Georgia Laws 1893-94, page 263) as amended; and

WHEREAS, the Second Party has been organized and established and chartered under the provisions of an act of the Georgia Legislature, (Georgia Laws 1888-89, Vol. II, page 1066), as amended; and

WHEREAS, the First Party has an organized water department with its own appointed commissioners but operated by and directly responsible to the First Party and incorporated in the ordinances of the City of Canton, Georgia as Chapter 7, Section 2 of said ordinances; and

WHEREAS, the Second Party at regular meeting of the Mayor and Councilmen of the City of Walaska adopted a resolution setting up and establishing a water department under the title WALESKA WATER SYSTEM, to be administered by the Mayor and Councilmen, and the Mayor and Councilmen to serve as commissioners until same shall be appointed; and

WHEREAS, the First Party owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the First Party and the estimated number of water users to be served by the Second Party as shown in the plans of the system now on file in the office of the Second Party, and

WHEREAS, the First Party has by resolution of the City Council approved this contract on the date first stated above as the date these presents were entered into, for the sale of water to the second party according to the provisions of this contract as set out herein.

WHEREAS, by resolution of the Council of the Second Party enacted on the 6th day of June, 1967 purchase of water from the First Party in accordance with the terms of this contract to be executed by the Mayor, and attested by the Secretary or City Clerk, was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. THE FIRST PARTY AGREES:

1. (Quality and Quantity) To furnish the Second Party, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health (or their cognizant agency) in such quantity as may be required by the Second Party.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonable constant normal pressure calculated at 60 gallons per minute from an existing eight (8) inch main supply at a point located on the west side of Georgia Highway No. 140 at Hickory Log Church. If a greater pressure than that normally available at the point of delivery is required by the Second Party, the cost of providing such greater pressure shall be borne by the Second Party. If by reason of acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any court or Government, City, State, or Federal, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, fires, hurricanes, storms, floods, explosions, breakage to pipelines, machinery, partial or entire failure of water supply, and inability on part of the First Party to deliver water hereunder, or the Second Party to receive water hereunder, on account of any

other causes not reasonably within the control of the Party claiming such inability, then this contract and the obligations hereunder shall cease during such inability, or the existence of such condition.

3. (Metering Equipment) To operate, and maintain at the cost of Second Party at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Second Party and to calibrate such metering equipment whenever requested by the Second Party but not more frequently than once every twelve (12) months. A meter registering not more than two per cent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate, shall be corrected for the six (6) months previous to such test. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless First Party and Second Party shall agree upon a different amount. The metering equipment shall be read on or about the 20th day of each month.

4. (Billing Procedure) To furnish the Manager of the Waleska Water System of the Second Party at Waleska, Georgia not later than the last day of each month, with an itemized statement of the amount of water furnished the Second Party during the preceding month.

B. THE SECOND PARTY AGREES:

1. (Rates and Payment Date) To pay the First Party, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates;

A. Twenty Cents (20¢) per 1000 gallons bulk rate to correspond to rate between City of Canton and other cities to which City of Canton furnishes water.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the City System with the system of the Second

Party, the sum which shall cover any and all costs of the First Party for installation of the metering equipment, if installed by First Party, and all other expenses connecting and tapping into City System.

3. (Commercial Sales) It is further agreed that the Second Party will sell water to institutional and residential customers only and shall not sell water to commercial customers, except by consent first obtained and set forth by a Resolution by the Mayor and Council of the City of Canton. It is understood and agreed that the Second Party will not sell water at a rate less than that charged by the City of Canton to its customers.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE FIRST PARTY AND SECOND PARTY AS FOLLOWS:

1. (Term of Contract) That this contract shall extend for a term of forty (40) years from the date of the initial delivery of any water by the First Party to the Second Party, ^{and} thereafter may be renewed or extended for such term, or terms as may be agreed upon by the First Party and Second Party.

2. (Delivery of Water) That five (5) days prior to the estimated date of completion of construction of the Second Party's water supply distribution system, the Second Party will notify the First Party in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Second Party the First Party will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Second Party during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of Ninety dollars (\$90.00), which will be paid by the contractor or, on his failure to pay, by the Second Party.

4. (Failure to Deliver) That the First Party will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the

Second Party with the quantities of water required by the Second Party. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. Subject to the provisions of Section A-2 thereof, the First Party agrees to sell and deliver to the Second Party potable water sufficient for its needs to retail to the users of the water in the City of Waleska and its environs as may be required for the distribution to the customers of the City of Waleska now and hereafter to be served by the Second Party, but not to exceed the amount available to the City of Canton after supplying its own needs and the needs of its other customers.

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Second Party for water delivered are subject to modification at the end of every five (5) year period. Any increase or decrease in rates shall be based on the demonstrable increase or decrease in rates in the cost of performance hereunder. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Georgia and the First Party and Second Party will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the Second Party is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Second Party are conditioned upon the approval, in writing, of the State Director of Georgia of the Farmers Home Administration. Similarly, any modification of the provisions of the contracts, excluding any increase in the schedule of rates to be paid by

the Second Party for the delivery of water shall be conditioned upon the prior approval, in writing, of the State Director of Georgia, of the Farmers Home Administration. That in the event of any proposed modifications in the schedule of rates to be paid by the City of Waleska for the delivery of water, the City of Canton shall submit a copy of the proposed modifications to the Georgia State Director of the Farmers Home Administration simultaneously with its submission of the proposed modifications to the City of Waleska.


8. (Successor to the Second Party) That in the event of an occurrence rendering the Second Party incapable of performing under this contract, any successor of the Second Party, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the Second Party; and if for any other cause should the City of Waleska desire to convey its water system, such conveyance shall be subject to the prior approval of the City of Canton.

9. (Separability Clause) That should any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this state or of the United States in any manner or respect whatsoever, it shall in nowise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

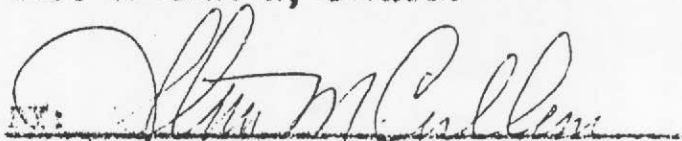
IN WITNESS WHEREOF, the parties hereto, acting under authority to their respective governing bodies, have caused this contract to ^{be} duly executed in two counterparts, each of which shall constitute an original.

ATTEST:

CITY OF CANTON, GEORGIA




CITY CLERK



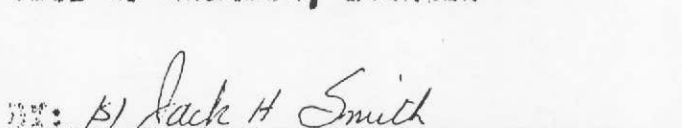
MAYOR

ATTEST:

CITY OF WALESKA, GEORGIA

(SEAL)


CITY CLERK



MAYOR

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 27th day of June, 1967, between the City of Canton, Georgia, hereinafter referred to as the First Party, and City of Walzaka, hereinafter referred to as the Second Party.

WITNESSETH

WHEREAS, the First Party has been organized and established and chartered under the provisions of an Act of Georgia Legislature (Georgia Laws 1933-34, page 263) as amended; and

WHEREAS, the Second Party has been organized and established and chartered under the provisions of an act of the Georgia Legislature, (Georgia Laws 1966-69, Vol. II, page 1066), as amended; and

WHEREAS, the First Party has an organized water department with its own appointed commissioners but operated by and directly responsible to the First Party and incorporated in the ordinances of the City of Canton, Georgia as Chapter 7, Section 2 of said ordinances; and

WHEREAS, the Second Party at regular meeting of the Mayor and Councilmen of the City of Walzaka adopted a resolution setting up and establishing a water department under the title WALZAKA WATER SYSTEM, to be administered by the Mayor and Councilmen, and the Mayor and Councilmen to serve as commissioners until same shall be appointed; and

WHEREAS, the First Party owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the First Party and the estimated number of water users to be served by the Second Party as shown in the plans of the system now on file in the office of the Second Party, and

WHEREAS, the First Party has by resolution of the City Council approved this contract on the date first stated above as the date these presents were entered into, for the sale of water to the second party according to the provisions of this contract as set out herein.

WHEREAS, by resolution of the Council of the Second Party enacted on the 6th day of June, 1967 purchase of water from the First Party in accordance with the terms of this contract to be executed by the Mayor, and attested by the Secretary or City Clerk, was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. THE FIRST PARTY AGREES:

1. (Quality and Quantity) To furnish the Second Party, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health (or their cognizant agency) in such quantity as may be required by the Second Party.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonable constant normal pressure calculated at 60 gallons per minute from an existing eight (8) inch main supply at a point located on the West side of Georgia Highway No. 140 at Hickory Log Church. If a greater pressure than that normally available at the point of delivery is required by the Second Party, the cost of providing such greater pressure shall be borne by the Second Party. If by reason of acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any court or Government, City, State, or Federal, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, fires, hurricanes, storms, floods, explosions, breakage to pipelines, machinery, partial or entire failure of water supply, and inability on part of the First Party to deliver water hereunder, or the Second Party to receive water hereunder, on account of any

other causes not reasonably within the control of the Party claiming such inability, then this contract and the obligations hereunder shall cease during such inability, or the existence of such condition.

3. (Metering Equipment) To operate, and maintain at the cost of Second Party at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Second Party and to calibrate such metering equipment whenever requested by the Second Party but not more frequently than once every twelve (12) months. A meter registering not more than two per cent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate, shall be corrected for the six (6) months previous to such test. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless First Party and Second Party shall agree upon a different amount. The metering equipment shall be read on or about the 20th day of each month.

4. (Billing Procedure) To furnish the Manager of the Waleska Water System of the Second Party at Waleska, Georgia not later than the last day of each month, with an itemized statement of the amount of water furnished the Second Party during the preceding month.

B. THE SECOND PARTY AGREES:

1. (Rates and Payment Date) To pay the First Party, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates;

A. Twenty Cents (20¢) per 1000 gallons bulk rate to correspond to rate between City of Canton and other cities to which City of Canton furnishes water.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the City System with the system of the Second

Party, the sum which shall cover any and all costs of the First Party for installation of the metering equipment, if installed by First Party, and all other expenses connecting and tapping into City System.

3. (Commercial Sales) It is further agreed that the Second Party will sell water to institutional and residential customers only and shall not sell water to commercial customers, except by consent first obtained and set forth by a Resolution by the Mayor and Council of the City of Canton. It is understood and agreed that the Second Party will not sell water at a rate less than that charged by the City of Canton to its customers.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE FIRST PARTY AND SECOND PARTY AS FOLLOWS:

1. (Term of Contract) That this contract shall extend for a term of forty (40) years from the date of the initial delivery of any water by the First Party to the Second Party^{and} thereafter may be renewed or extended for such term, or terms as may be agreed upon by the First Party and Second Party.

2. (Delivery of Water) That five (5) days prior to the estimated date of completion of construction of the Second Party's water supply distribution system, the Second Party will notify the First Party in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Second Party the First Party will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Second Party during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of Ninety dollars (\$90.00), which will be paid by the contractor or, on his failure to pay, by the Second Party.

4. (Failure to Deliver) That the First Party will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the

Second Party with the quantities of water required by the Second Party. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. Subject to the provisions of Section A-2 thereof, the First Party agrees to sell and deliver to the Second Party potable water sufficient for its needs to reach to the users of the water in the City of Waleska and its environs as may be required for the distribution to the customers of the City of Waleska now and hereafter to be served by the Second Party, but not to exceed the amount available to the City of Canton after supplying its own needs and the needs of its other customers.

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Second Party for water delivered are subject to modification at the end of every five (5) year period. Any increase or decrease in rates shall be based on the demonstrable increase or decrease in rates in the cost of performance hereunder. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Georgia and the First Party and Second Party will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the Second Party is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Second Party are conditioned upon the approval, in writing, of the State Director of Georgia of the Farmers Home Administration. Similarly, any modification of the provisions of the contracts, excluding any increase in the schedule of rates to be paid by

the Second Party for the delivery of water shall be conditioned upon the prior approval, in writing, of the State Director of Georgia, of the Farmers Home Administration. That in the event of any proposed modifications in the schedule of rates to be paid by the City of Waleska for the delivery of water, the City of Canton shall submit a copy of the proposed modifications to the Georgia State Director of the Farmers Home Administration simultaneously with its submission of the proposed modifications to the City of Waleska.

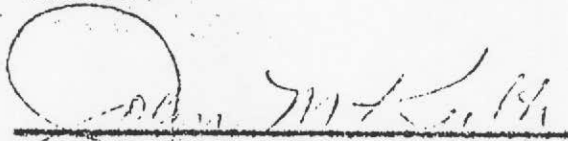
8. (Successor to the Second Party) That in the event of an occurrence rendering the Second Party incapable of performing under this contract, any successor of the Second Party, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the Second Party; and if for any other cause should the City of Waleska desire to convey its water system, such conveyance shall be subject to the prior approval of the City of Canton.

9. (Separability Clause) That should any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this state or of the United States in any manner or respect whatsoever, it shall in nowise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

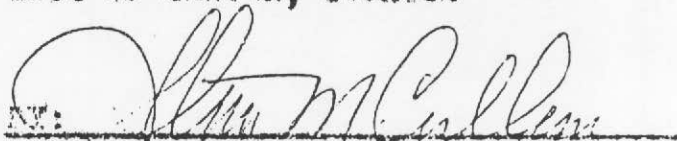
IN WITNESS WHEREOF, the parties hereto, acting under authority to their respective governing bodies, have caused this contract to ^{be} duly executed in two counterparts, each of which shall constitute an original.

ATTEST:

CITY OF CANTON, GEORGIA




CITY CLERK



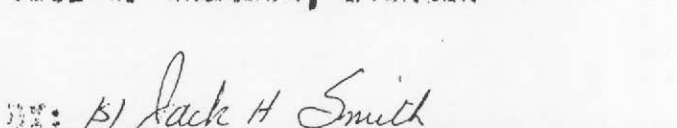
MAYOR

ATTEST:

CITY OF WALESKA, GEORGIA

(SEAL)


CITY CLERK



MAYOR

STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY

INTERGOVERNMENTAL AGREEMENT

PROCESS FOR PROVISION OF EXTRATERRITORIAL
WATER/SEWER SERVICES
AND
LAND USE COMPATIBILITY

This Agreement made and entered into this 24 day of January, 192000, by and between Cherokee County (hereinafter referred to as the "County"), the cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, Woodstock by and through their Mayors, and the Cherokee County Water and Sewer Authority (hereinafter referred to as the "CCWSA") have, pursuant to Georgia Laws and Acts, prepared and adopted a joint countywide comprehensive plan. The aforementioned governing bodies have prepared a Service Delivery Strategy pursuant to Georgia Laws and Acts; and

Cherokee County (hereinafter referred to as the "County"), the Cherokee County Water and Sewer Authority (hereinafter referred to as "CCWSA", the cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock (hereinafter referred to as the "Municipal Providers") hereby agree to implement the following process for the provision of extraterritorial water/sewer services effective July 1, 1999.

1. Prior to initiating any extension of water/sewer services outside the adopted water/sewer service boundaries of that respective local government or authority, the **Provider proposing the extension will notify by certified mail the Cherokee County Planning and Zoning Department (to ensure land use compatibility is achieved) the CCWSA or the Municipal Provider (if the CCWSA is proposing the extraterritorial extension)** of the proposed extension. The notification will include at a minimum information on location of the property, size of the area, size of the proposed extension, proposed purpose of the extension (proposed land use associated with the extension) and the current land use and zoning classification.
2. Within fifteen (15) working days following receipt of the above information, **the CCWSA or County or Municipal Provider will forward to the Provider Proposing the Extension a statement:**
 - a) Indicating that the **CCWSA or County or Municipal Provider has no objection** to the proposed extraterritorial water/sewer extension and its consistency with land use; or

- b) Describing **its objection** to the proposed water/sewer extension or land use consistency, and providing supporting information including a listing of any possible stipulations or conditions that would alleviate such objections.
3. **If the CCWSA or County or Municipal Provider has no objection**, or fails to respond within the aforementioned time frame, to the Provider's proposed extraterritorial water/sewer extension or land use consistency, the Provider Proposing the Extension is free to proceed with the provision of the service and the Cherokee County Water/Sewer Service Area Map shall stand as amended to reflect the change in territories.
 4. **If the CCWSA or County or Municipal Provider** notifies the provider Proposing the Extension that it **has an objection**, the **Provider seeking the extraterritorial extension** will respond to the **CCWSA or County or the Municipal Provider** in writing within fifteen (15) working days by either:
 - a) Agreeing with the **CCWSA or County or Municipal Provider and stopping action** on the proposed extraterritorial water/sewer extension;
 - b) Agreeing to implement the **CCWSA's or County's or Municipal Provider's stipulations and conditions** and thereby resolving the **CCWSA's or County or Municipal Provider's** objection;
 - c) Initiating a 30-day (maximum) **Mediation** process to discuss possible compromises; or
 - d) Disagreeing that the **CCWSA's or County's or Municipal Provider's** objection is bona fide and notifying the **CCWSA or County or Municipal Provider** that the Provider Proposing the Extension will seek a declaratory judgment.

If the Provider seeking the extension initiates 4c above Mediation, the Provider Proposing the Extension and **CCWSA or County or Municipal Provider** will agree on a mediator, a mediator schedule and participants in the mediation. The Provider Proposing the Extension and **CCWSA or County or Municipal Provider** shall agree to share equally any costs associated with mediation.

5. **If no resolution** of the **CCWSA's or County's or Municipal Provider's** objection results from the mediation, **the** Provider Proposing the Extension:
 - a) **Will abandon and not proceed** with the proposed extension, **or**
 - b) Will notify the **CCWSA and County or the Municipal Provider** that the Provider Proposing the Extension, will **seek a declaratory judgment** in court, **or**
6. If the Provider Proposing the Extension and **CCWSA or County or Municipal Provider** reach an agreement as described in step

4b or 4c above, the Provider Proposing the Extension is free to proceed with the extraterritorial service and the Cherokee County Water/Sewer Service Area Map shall stand as amended to reflect the change in territories.

This extraterritorial process for water and sewer services shall remain in force and effect until amended by agreement by each party or unless otherwise terminated by operation of law.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

BY: _____
EMILY M. LEMCKE, CHAIRMAN

ATTEST:

**_____
KAREN S. HUEY, COUNTY CLERK**

CITY OF MOUNTAIN PARK

BY: Joyce H. Ayers
~~JOSEPH BARNET, MAYOR~~
Joyce H. Ayers, Mayor

ATTEST:

Deanna C. Bennett
CITY CLERK

STATE OF GEORGIA
COUNTY OF CHEROKEE

AGREEMENT

THIS AGREEMENT made and entered into between the City of Canton, acting by and through its Mayor and City Council, and the City of Waleska, acting by and through its Mayor and City Council (hereinafter "the parties");

WITNESSETH:

WHEREAS, the City of Canton and the City of Waleska have endeavored to negotiate a water and sewer service delivery strategy pursuant to the requirements of House Bill 489; and

WHEREAS, good faith efforts have been made to complete such a strategy; and

WHEREAS, the parties wish to continue negotiations concerning this issue; and

WHEREAS, the parties agree that such a strategy can be completed within a relatively short time; and

WHEREAS, there currently exists an agreement governing the parties regarding a water service delivery which will suffice until a revised agreement can be executed;

NOW THEREFORE, be it resolved and hereby agreed by the undersigned chief governing officials of the City of Canton and the City of Waleska and it is hereby agreed that the parties shall have until December 31, 1999 to negotiate and submit a water and sewer service delivery strategy pursuant to the requirements of House Bill 489.

SO RESOLVED this 28 day of Sept., 1999.

Attest:

Diane Threwitt
Diane Threwitt, City Clerk

Mayor of the City of Canton

Cecil Pruett

Cecil Pruett

Mayor of the City of Canton

Attest:

Barbara McDougal
Barbara McDougal, City Clerk

Marguerite S. Cline
Marguerite Cline

Mayor of the City of Waleska

SERVICE DELIVERY AGREEMENT

THIS AGREEMENT, made this 24th day of January, 2000 by and between the CITY OF WOODSTOCK, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as "the City"), and the CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY, acting by and through its duly appointed Board of Directors, duly authorized by the law to enter into this Agreement, (hereinafter referred to as "the Authority").

W I T N E S S E T H:

WHEREAS, the City and the Authority intend to comply with the various provisions of the Service Delivery Strategy Act (HB 489), as amended, and

WHEREAS, the City and the Authority seek to comply with the extraterritorial water and sewer/land use consistency requirements outlined in O.C.G.A. Section 36-70-24, et seq., and

WHEREAS, the City and the Authority have agreed upon water/sewer service area boundaries, and

WHEREAS, the City and the Authority intend to minimize inefficiency resulting from duplication of services and competition between the City and the Authority, and

WHEREAS, the City and the Authority intend to provide a mechanism to resolve disputes over loss service delivery areas, funding equity, and land use, and

WHEREAS, the City and the Authority intend to address issues whereby the City may extend or improve water or sewer lines in the unincorporated area of Cherokee County or the Authority may extend or improve water or sewer lines within the corporate limits of the City, and

WHEREAS, the City and the Authority intend to cooperate and identify a means to ensure that the provision of water or sewer service shall remain consistent with the land use plans and applicable regulations and ordinances of the Authority and the City, and

WHEREAS, the City and the Authority intend to establish, implement, and perform coordinated and comprehensive planning by and between the City and the Authority, and

WHEREAS, the City and the Authority shall develop a service delivery system which is efficient and responsive to the citizens of Cherokee County.

BE IT, THEREFORE, RESOLVED THAT for the mutual promises exchanged between the parties hereto and in consideration of said promises and in compliance with the above-stated laws of the State of Georgia pertaining to the subject hereto, the City and the Authority do hereby agree to implement the process for provision of extraterritorial water/sewer services as follows:

1.

The City provides treated potable water and waste water collection and treatment services to limited unincorporated areas of Cherokee County as well as within the corporate limits of the City. The Authority provides treated water to the majority of the

unincorporated areas of Cherokee County and specific, limited areas of the City, and the Authority operates and maintains a sanitary sewerage treatment in the majority of unincorporated Cherokee County. The City and the Authority have identified and delineated the current and future service delivery areas pertaining to treated water service and sanitary sewerage treatment service which geographic areas are specifically outlined in Exhibit "A", which is attached hereto and made a part hereof. Said exhibit describes the geographic area in which the identified services are provided by the City and the Authority.

2.

The parties agree that the City shall provide all future treated potable water service and waste water collection within the corporate limits of the City and in any area lying outside the corporate limits of the City as is described on the attached Exhibit "A".

3.

All existing customers of the Authority located within the City's service delivery area shall remain as continuing customers of the Authority, as this agreement does not contemplate the exchange of any existing customers between the Authority and the City despite the existence of the service delivery area. Additionally, the parties contemplate that the funding for each of the identified services shall remain as is.

4.

The parties agree that all water or sewerage fees charged to customers located outside the corporate limits of the City shall

not be arbitrarily higher than those fees charged to customers receiving said services within the corporate limits of the City.

In the event a dispute arises as to the reasonableness of water and/or sewer rate differentials within the service delivery area, then the parties agree that the dispute resolution provisions of O.C.G.A. Section 36-70-24 and 36-70-25 shall apply.

5.

Prior to initiating any extension of water/sewer services outside the adopted water/sewer service boundaries, as identified in Exhibit "A", the party proposing the extension shall notify by certified mail the Cherokee County Planning and Zoning Department and the other party of the proposed extension. Said notice shall be such as will ensure land use compatibility and shall include at a minimum, all necessary information on the location of the property, size of the area, size of the proposed extension, purpose of the extension, and the current land use and zoning classification. Notwithstanding the foregoing, absent the consent of the City otherwise, the City shall have the exclusive right to serve the areas designated within the blue lines on Exhibit "A".

6.

Within fifteen (15) working days following receipt of the above information, the Authority or the City as the case may be, shall forward to the other entity proposing the extension a statement which shall indicate that there is no objection to the proposed extraterritorial water/sewer extension or describe the party's objection to the proposed water/sewer extension, and providing supporting information including a listing of any possible stipulations or conditions which would alleviate such objections.

7.

If no objection is filed within the fifteen (15) day period, then the entity proposing the extension shall be free to proceed with the provision of service and the service delivery area shall stand as amended to reflect the change in territories.

8.

If objection is made, then the entity seeking the extraterritorial extension shall respond to the other party within fifteen (15) working days as follows:

- a. Agreement that all action on the proposed extension shall immediately cease;
- b. Agreeing to implement the proposed stipulations or conditions and thereby resolving the objections of the other party;
- c. Disagree with the other party's objection and seek declaratory judgment in the Superior Court of Cherokee County.

9.

This Agreement shall be governed by and shall be construed in accordance with, the laws of the State of Georgia, specifically the Service Delivery Strategy Act and O.C.G.A. Section 36-70-24 et seq.

10.

The parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

11.

This Agreement may be amended or modified by written agreement executed by both parties which amendments or modifications shall be equally binding as if made initially and in full force and effect. Specifically, this Agreement shall be amended at such times as the comprehensive plan is updated, when necessary to change service delivery or revenue distribution arrangements, or in the event of the creation, abolition, or consolidation of local governments.

12.

We, the undersigned, agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsible manner for the delivery of the services described above, and we see no apparent duplication of services nor issues for consolidation, and we have executed this Agreement in duplicate as of the day and year first above written.

CITY OF WOODSTOCK

By: William Looper
Title: Mayor

Attest: Shonda J. Pezzello

CHEROKEE COUNTY WATER & SEWERAGE
AUTHORITY

By: [Signature]
Title: Chairman

Attest: [Signature]

Land Use Plan Coordination
And Dispute Resolution Processes
Pursuant to Section 36-70-24(4)(a) and (c)
of the Service Delivery Strategy Act

RESOLUTION 98-R-71

WHEREAS, Local governments within the same county shall, if necessary, amend their land use plans so that such plans are compatible and nonconfliction, or, as an alternative, they shall adopt a single land use plan for the unincorporated and incorporated areas of the county;

WHEREAS, A process shall be established by July 1, 1998 to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county;

WHEREAS, The Mayor and City Council of the City of Ball Ground, Georgia, and the Board of Commissioners, Cherokee County, Georgia agree to implement the following process for resolving land use disputes.

TERMS

SECTION 1. DEFINITIONS.

External sphere of Influence - The area located within a municipality in Cherokee County as depicted on the Spheres of Influence Map, to be adopted as part of the Service Delivery Strategy. Also any proposed development in a municipality which satisfies the Department of Community Affairs definition of a Development of Regional Impact for the Atlanta Region.

Municipal Sphere of Influence - The area located in unincorporated Cherokee County adjacent to a municipality as depicted on the Spheres of Influence Map, to be adopted as part of the Service Delivery Strategy. Also any proposed development in the unincorporated county within one mile of a city limit line which satisfies the Department of Community Affairs definition of a Development of Regional Impact for the Atlanta Region.

SECTION II. GUIDELINES.

1. Each municipality within Cherokee County shall establish an "External Sphere of Influence" which shall include all internal parcels touching its municipal boundary and the County shall revise and update its "Municipal Spheres of Influence" by June 30, 1999. [By definition the "External/Municipal Spheres of Influence" shall also include all development proposals within a municipality which qualify as a Development of Regional Impact, as defined by the Department of Community Affairs.]

2. Beginning in 1999 each Municipality and the County shall update their official land use plans for the areas encompassed by the External/Municipal Spheres of Influence on at least a biennial basis. All proposed changes (including major/minor updates) to the official land use plans of the Municipalities and the County shall be reviewed jointly by all jurisdictions adjoining the sphere of influence. If any conflicts or issues are identified by such review then a meeting is encouraged to occur between the parties to discuss objections and potential mitigation. In the event that the objections are not mitigated then the objections of the adjoining jurisdictions shall be noted on the official land use plan of each jurisdiction.
3. The County and Municipalities shall provide notice of all zoning and annexation applications filed within the External/Municipal Spheres of Influence to all jurisdictions adjoining the sphere of influence.
4. Notice of a proposed annexation shall be provided to Cherokee County in the manner prescribed by state law. In addition, upon receipt of an annexation request, but not later than validation of the annexation application, the city shall notify the Chair of the Cherokee County Board of Commissioners, and the Cherokee County Planning Department and, if applicable, the Mayor, City Clerk or other designated city staff person of any city adjoining the sphere of influence, giving notice by certified mail of a proposed annexation, including the anticipated schedule of public hearings, and providing information on the location of the property, size of area, and proposed land use classification(s) and zoning of the property after annexation.
5. If the County/City has substantial objections to the proposed land use or zoning classification(s) contained in the annexation request, such objection(s) shall be forwarded in writing to the City Clerk prior to the public hearing before the City Council.
6. Once notice is received from the County/City that land use objections have been raised, a meeting is encouraged to occur between the parties to discuss objections and potential mitigation.
7. In the event that the land use objections are not mitigated prior to the public hearing before the City Council, the City Clerk shall read the County/City objections into the record of the formal public hearings prior to final action being taken on the proposed annexation. The entering of the County/City land use objections into the official record and formal action of the governing body shall constitute the final resolution of the dispute. However, nothing in this

agreement shall preclude the County or any City from pursuing any and all legal remedies provided by Georgia law on any issue.

8. The Dispute Resolution Process shall become effective on June 30, 1998 and shall be reviewed and readopted as part of the Service Delivery Strategy on or before June 30, 1999.
9. Any of the parties which must sign off on the Special Delivery Strategy pursuant to the Service Delivery Strategies Act may call for a review and possible revision of this process. In no case shall the process be reviewed more than once in a twelve month period.

THIS SERVICE DELIVERY STRATEGY ACT is adopted this 23rd day of June, 1998.

CITY OF BALL GROUND, GEORGIA

A. R. Roberts, III
A. R. Roberts, III, Mayor

ATTEST:

Karen Jordan
Karen Jordan, City Clerk

(SEAL)

APPROVED AS TO FORM:

Darrell R. Caudill, Jr.
Darrell R. Caudill, Jr.
City Attorney
ROACH & GEIGER

CHEROKEE COUNTY, GEORGIA

Hollis Q. Lathem
Hollis Q. Lathem, Chairman,
Board of Commissioners

ATTEST:

Karen S. Huey
Karen Huey, County Clerk

(SEAL)

APPROVED AS TO FORM:

Mark Mahler
Mark Mahler
County Attorney

Appendix A

SERVICE DELIVERY STRATEGY
DISPUTE RESOLUTION PROCESS
(See O.C.G.A. 36-70-24(4)(c))

The city(s) of MOUNTAIN PARK and CHEROKEE County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

1. Prior to initiating any formal annexation activities,¹ the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

Within 20 working days² following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation.³ If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s)⁴, the city will respond to the county in writing within 20 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.⁵

4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation.⁶ The city and county agree to share equally any costs associated with the mediation.⁷
5. If no resolution of the county's *bona fide* land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).⁸

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

CITY OF MOUNTAIN PARK, GEORGIA

Sara C. Barnet

Attest CITY CLERK

Joseph E. Barnet
Authorized Representative of City Government
MAYOR JOSEPH E. BARNET

BOARD OF COMMISSIONERS OF CHEROKEE CTY.

Karen S. Huey

Attest COUNTY CLERK

Emily M. Lemcke
Authorized Representative of County Government
CHAIRMAN EMILY M. LEMCKE

STATE OF GEORGIA

STATE OF GEORGIA

ANNEXATION DISPUTE RESOLUTION 98-R-70

The City of Waleska, acting by and through its Mayor and City Council, and Cherokee County, acting by and through its Board of Commissioners, hereby agrees to implement the following process for resolving land use disputes over annexation, effective July 1, 1998, in accordance with O.C.G.A. §36-70-24(4)(c).

1. Prior to initiating any formal annexation activities, the City will notify the County government of a proposed annexation and provide information on the location of the property, the size of the area, and the proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

Within 10 working days following receipt of the above information, the County will forward to the City a statement either; (a) indicating that the County has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the City's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the County's objection(s).

2. If the County has no objection to the City's proposed land use or zoning classification, the City is free to proceed with the annexation. If the County fails to respond to the City's notice in writing within the deadline, the City is free to proceed with the annexation and the County loses its right to invoke the dispute resolution process, stop the annexation, or object to land use changes after the annexation.
3. If the County notifies the City that it has a bona fide land use classification objection(s), the City will respond to the County in writing within 10 working days of receiving the County's objection(s) by either; (a) agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); (b) agreeing with the County and stopping action on the proposed annexation; or (c) initiating a 30-day (maximum) mediation process to discuss possible compromises.
4. If the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.

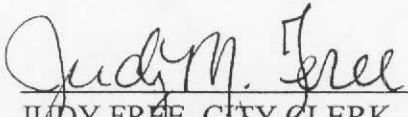
5. If no resolution of the County's bona fide land use classification objection(s) result from the mediation, the City may: (a) choose not to proceed with annexation; or (b) disagree that the County's objection(s) are bona fide and notify the County that the City will seek a declaratory judgment in court.
6. If the City and County reach agreement as described in step 3(a) or as a result of the mediation, they will draft annexation agreement for execution by the City and County governments and the property owner(s).

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the City, the County, and the property owner(s).

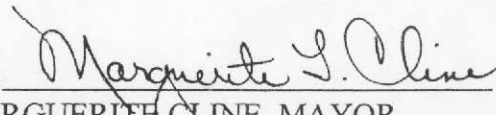
This annexation dispute resolution agreement shall remain in force and effect until amended by agreement by each party or unless otherwise terminated by operation of law.

ATTEST:

CITY OF WALESKA



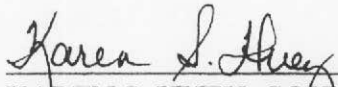
JUDY FREE, CITY CLERK

BY: 

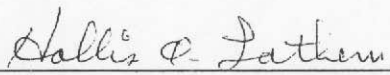
MARGUERITE CLINE, MAYOR

ATTEST:

BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY



KAREN S. HUEY, COUNTY CLERK

BY: 

HOLLIS Q. LATHEM, CHAIRMAN

**Land Use Plan Coordination
And Dispute Resolution Processes
Pursuant to Sections 36-70-24(4)(a) and (c)
of the Service Delivery Strategy Act**

RESOLUTION 98-R-68

WHEREAS; Local governments within the same county shall, if necessary, amend their land use plans so that such plans are compatible and nonconfliction, or, as an alternative, they shall adopt a single land use plan for the unincorporated and incorporated areas of the county

WHEREAS; A process shall be established by July 1, 1998 to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county

WHEREAS; The Mayor and City Council of the City of Woodstock, Georgia, and the Board of Commissioners, Cherokee County, Georgia agree to implement the following process for resolving land use disputes

TERMS

SECTION 1. DEFINITIONS.

External Sphere of Influence - The area located within a municipality in Cherokee County as depicted on the Spheres of Influence Map, to be adopted as part of the Service Delivery Strategy. Also any proposed development in a municipality which satisfies the Department of Community Affairs definition of a Development of Regional Impact for the Atlanta Region.

Municipal Sphere of Influence - The area located in unincorporated Cherokee County adjacent to a municipality as depicted on the Spheres of Influence Map, to be adopted as part of the Service Delivery Strategy. Also any proposed development in the unincorporated county within one mile of a city limit line which satisfies the Department of Community Affairs definition of a Development of Regional Impact for the Atlanta Region.

SECTION II. GUIDELINES.

1. Each municipality within Cherokee County shall establish an "External Sphere of Influence" which shall include all internal parcels touching its municipal boundary and the County shall revise and update its "Municipal Spheres of Influence," by June 30, 1999. [By definition the "External/Municipal Spheres of Influence" shall also include all development proposals within a municipality which qualify as a Development of Regional Impact, as defined by the Department of Community Affairs.]

2. Beginning in 1999 each Municipality and the County shall update their official land use plans for the areas encompassed by the External/Municipal Spheres of Influence on at least a biennial basis. All proposed changes (including major/minor updates) to the official land use plans of the Municipalities and the County shall be reviewed jointly by all jurisdictions adjoining the sphere of influence. If any conflicts or issues are identified by such review then a meeting is encouraged to occur between the parties to discuss objections and potential mitigation. In the event that the objections are not mitigated then the objections of the adjoining jurisdictions shall be noted on the official land use plan of each jurisdiction.
3. The County and Municipalities shall provide notice of all zoning and annexation applications filed within the External/Municipal Spheres of Influence to all jurisdictions adjoining the sphere of influence.
4. Notice of a proposed annexation shall be provided to Cherokee County in the manner prescribed by state law. In addition, upon receipt of an annexation request, but not later than validation of the annexation application, the city shall notify the Chair of the Cherokee County Board of Commissioners, and the Cherokee County Planning Department and, if applicable, the Mayor, City Clerk or other designated city staff person of any city adjoining the sphere of influence, giving notice by certified mail of a proposed annexation, including the anticipated schedule of public hearings, and providing information on the location of the property, size of area, and proposed land use classification(s) and zoning of the property after annexation.
5. If the County/City has substantial objections to the proposed land use or zoning classification(s) contained in the annexation request, such objection(s) shall be forwarded in writing to the City Clerk prior to the public hearing before the City Council.
6. Once notice is received from the County/City that land use objections have been raised, a meeting is encouraged to occur between the parties to discuss objections and potential mitigation.
7. In the event that the land use objections are not mitigated prior to the public hearing before the City Council, the City Clerk shall read the County/City objections into the record of the formal public hearings prior to final action being taken on the proposed annexation. The entering of the County/City land use objections into the official record and formal action of the governing body shall constitute the final resolution of the dispute. However, nothing in this agreement shall preclude the County or any City from pursuing any and all legal remedies provided by Georgia law on any issue.
8. The Dispute Resolution Process shall become effective on June 30, 1998 and shall be reviewed and readopted as part of the Service Delivery Strategy on or before June 30, 1999.
9. Any of the parties which must sign off on the Service Delivery Strategy pursuant to the

Service Delivery Strategies Act may call for a review and possible revision of this process. In no case shall the process be reviewed more than once in a twelve month period.

THIS SERVICE DELIVERY STRATEGY ACT is adopted this 26th day of June 1998.

CITY OF WOODSTOCK, GEORGIA

W. David Rogers
W. David Rogers, Mayor

ATTEST:

Rhonda L. Pezzello
Rhonda L. Pezzello, City Clerk
(SEAL)

APPROVED AS TO FORM:

Eldon Basham, City Attorney
Moore Ingram Johnson & Steele

CHEROKEE COUNTY, GEORGIA

Hollis Q. Lathem
Hollis Q. Lathem, Chair, Board of Commissioners

ATTEST:

Karen S. Huey
Karen Huey, County Clerk
(SEAL)

APPROVED AS TO FORM:

Mark Mahler
Mark Mahler, County Attorney

Appendix A

**SERVICE DELIVERY STRATEGY
DISPUTE RESOLUTION PROCESS**
(See O.C.G.A. 36-70-24(4)(c))

The city(s) of MOUNTAIN PARK and CHEROKEE County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

1. Prior to initiating any formal annexation activities,¹ the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

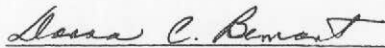
Within 20 working days² following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation.³ If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s)⁴, the city will respond to the county in writing within 20 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.⁵

4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation.⁶ The city and county agree to share equally any costs associated with the mediation.⁷
5. If no resolution of the county's *bona fide* land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).⁸

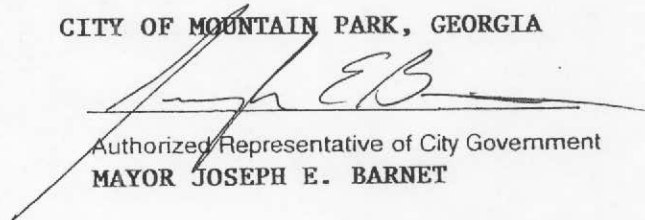
Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

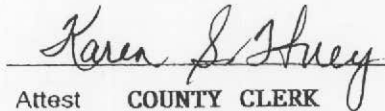


Attest CITY CLERK

CITY OF MOUNTAIN PARK, GEORGIA

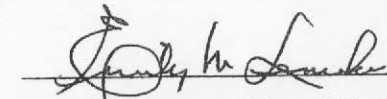


Authorized Representative of City Government
MAYOR JOSEPH E. BARNET



Attest COUNTY CLERK

BOARD OF COMMISSIONERS OF CHEROKEE CTY.



Authorized Representative of County Government
CHAIRMAN EMILY M. LEMCKE

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN CHEROKEE COUNTY, GEORGIA AND
THE MUNICIPALITIES OF BALL GROUND, CANTON, HOLLY SPRINGS,
MOUNTAIN PARK, NELSON, WALESKA AND WOODSTOCK**

Whereas, the Board of Commissioners of Cherokee County, Georgia (hereinafter referred to as "County") and the municipalities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska and Woodstock (hereinafter referred to as the "Cities") agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

Whereas, the Service Delivery for Cherokee County identified the following services: Airport Authority; Animal Shelter; Court Services; Development Authority; Fire/EMA/911 Operations; Health Department; Library Services; Marshal's Office/Animal Control; Parks and Recreation; Planning and Zoning; Public Works, Roads & Bridges; Senior Services; Sheriff's Office; Voter Registration/Elections; Water and Sewer Authority. In several cases, both the County and the Cities provide these services or a variation of the same services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITIES AND COUNTY AS FOLLOWS:

Section 1: Public Works/Roads and Bridges

While both the County and the cities contract with the private sector for large road construction and repair projects, and each government confronts somewhat unique street and road maintenance demands, both paving and the surfacing of roads. If the County could coordinate the paving and resurfacing of roads and streets located inside the cities, there could very well be efficiency gains and cost savings. At this time, however, that is not possible.

Section 2: Fire Training and Facilities

Despite the fact that the County and the cities desire to maintain and lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, all require fire training and facilities. There has been some progress made as far as combining the fire services for several of the municipalities with those of the County, and for those who did not wish to merge, such as the larger cities of Canton and Woodstock, we have Mutual Aid Agreements.

Section 3: Land Use and Development

The County and cities agree that it is in their mutual interest to work cooperatively to resolve land use conflicts and disputes, whether through zoning or by annexations, and both have mutually agreed to enter into the Land Dispute Resolution process if they cannot be otherwise resolved.

Section 4: Water and Sewer Delivery

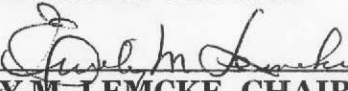
As the Cherokee County Water and Sewer Authority is a separate entity created by local legislation in the General Assembly, the County and the cities must each deal with these issues as the need arises. In some cases, the cities themselves negotiate for services with the Water Authority or provide them within their city limits. In one case, the City of Woodstock has negotiated contracts with Cobb County, and with the Cherokee County Water and Sewer Authority to provide services to their citizens.

Section 5: Special Purpose Local Option Sales Taxes

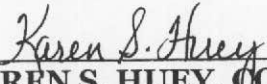
The County and the cities have acknowledged that each government confronts somewhat distinctive project demands, and it is agreed that it is to their mutual best interests to work cooperatively on the distribution of future Special Purpose Local Option Sales Tax issues.

SO RESOLVED THIS 31st DAY OF January, 2000.

**BOARD OF COMMISSIONERS
OF CHEROKEE COUNTY**

BY: 
EMILY M. LEMCKE, CHAIRMAN

ATTEST:


KAREN S. HUEY, COUNTY CLERK

(SEAL)

CITY OF BALL GROUND

Rick Roberts
RICK ROBERTS, MAYOR

ATTEST:

Laura Jordan
CITY CLERK

CITY OF CANTON

BY: *Cecil Pruett*
CECIL PRUETT, MAYOR

FROM :

FAX NO. :

Jul. 04 1999 06:40PM P2

CITY OF HOLLY SPRINGS

BY: 
PAUL VAN HAUTE, MAYOR

ATTEST:

BY: 
CITY CLERK

CITY OF MOUNTAIN PARK

ATTEST:

BY: Joyce H. Ayers
~~JOSEPH BARNET, MAYOR~~
Joyce H. Ayers, Mayor

Sharon C. Bennett
CITY CLERK

CITY OF WALESKA

BY: Marguerite L. Cline
MARGUERITE CLINE, MAYOR

ATTEST:

Barbara M. Dugal
CITY CLERK

**SERVICE DELIVERY STRATEGY RESOLUTION
BETWEEN THE CITY OF WOODSTOCK, GEORGIA AND
CHEROKEE COUNTY, GEORGIA**

WHEREAS: The Woodstock Mayor and City Council of Woodstock, Georgia (hereinafter referred as "City") and the Board of Commissioners of Cherokee County, Georgia (hereinafter referred as "County") both agree that it is in their mutual interests to promote the delivery of government services to residents in the most efficient, effective and responsive manner;

WHEREAS: the Service Delivery Strategy for Cherokee County identified the following services: Animal Control/Animal Shelter; Building Inspections; Fire Operations; Library Services; Planning and Zoning; Recreation; and Uniform Patrol/Jail Operations. Both the City and County provide these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary;

NOW, THEREFORE, BE IT RESOLVED BY BOTH THE CITY AND COUNTY AS FOLLOWS:

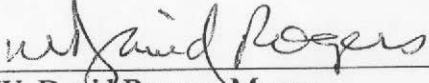
- Section 1: Road Construction and Maintenance (Paving/Resurfacing).** While both the city and the county contract with the private sector for large road construction and repair projects, and each government confronts somewhat unique street and road maintenance demands, both pave and resurface roads. If the county would coordinate paving and resurfacing of roads and streets located inside the city, there could very well be efficiency gains and cost savings.
- Section 2: Fire Training Towers and Facilities.** While both the city and the county desire to maintain or lower Insurance Service Office (ISO) Ratings, and each government confronts similar fire training needs, both require fire training tower/facilities. If the county and city would coordinate design and construction of fire training facilities located inside the city and in unincorporated Cherokee county, there could very well be efficiency gains and cost savings.
- Section 3: Land Use.** Both the City and County agree that it is in their mutual interest to work cooperatively to resolve land use conflicts/disputes.

Section 4: Land Development Standards. Both the City and County desires to evaluate Land Development Standards and Regulations and work cooperatively to resolve differences in said standards.

Section 5: Special Purpose Local Option Sales Taxes. While both the city and the county have identified Special Purpose Local Option Sales Tax (SPLOST) projects, and each government confronts somewhat unique project demands, both agree that it is in their mutual interest to work cooperatively on the distribution of future Special Purpose Local Option Sales Taxes.

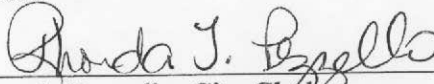
PASSED, ADOPTED AND APPROVED this _____ day of _____,
1999.

BY:



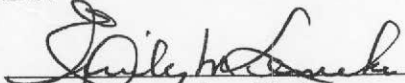
W. David Rogers, Mayor
City of Woodstock, Georgia
September 23, 1999

Attest:



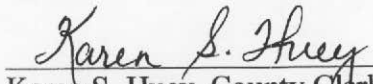
Rhonda Pezzello, City Clerk

BY:



Emily M. Lemcke, Chairman
Board of Commissioners
Cherokee County, Georgia

Attest:



Karen S. Huey, County Clerk