

TIFT COUNTY BOARD OF COMMISSIONERS  
SERVICE DELIVERY STRATEGY  
ADOPTION RESOLUTION

RECEIVED

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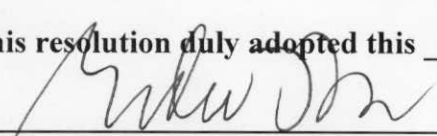
Resolution No. \_\_\_\_\_

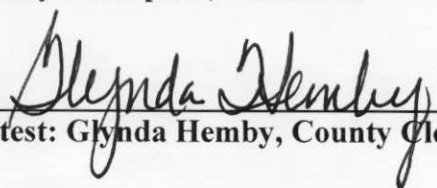
Pursuant to the Official Code of Georgia, Title 36, Chapter 70, the local governments of Tift County have completed their Service Delivery Strategy process. This process included a review of all existing services currently provided throughout the county and their funding mechanisms, and developed a strategy for the provision of these services that is efficient, equitable and responsive to all citizens of the County.

The Joint Tift County Service Delivery Strategy includes: (1) and identification of all services provided and a description of the geographic service area, (2) an assignment as to the provider of the service, (3) a description of the funding sources, and (4) an identification of the mechanisms to be used to facilitate the implementation. The aforementioned is evidenced on the Georgia Department of Community Affairs Service Delivery Strategy for Tift County, herein after referred to as the Joint Tift County Service Delivery Strategy.

By adoption of this resolution, the Tift County Board of Commissioners hereby adopts the Joint Tift County Service Delivery Strategy and authorizes the Chairman to sign the Joint Tift County Service Delivery Strategy and submit the strategy to the Georgia Department of Community Affairs for verification. The adoption of this resolution further authorizes the Chairman to certify that the Joint Tift County Service Delivery Strategy: 1) provides an accurate depiction of the agreed upon strategy, (2) promotes the most efficient, effective, and responsive delivery of services, (3) provides that water and sewer fees for extraterritorial services are reasonable and not arbitrarily higher, (4) provides that extraterritorial water and sewer extensions will be consistent with all applicable land use plans and ordinances, (5) ensures that cost of services provided primarily for the benefit of unincorporated area residents are paid for by unincorporated area revenues and (6) provides a process for resolving land use disputes arising over annexation.

This resolution duly adopted this 13 day of October 2008.

  
\_\_\_\_\_  
Grady Thompson, Chairman

  
\_\_\_\_\_  
Attest: Glynda Hemby, County Clerk

**CITY OF TIFTON, GEORGIA**

**RESOLUTION NO. 2008 - 47**

**[Service Delivery Strategy]**

Pursuant to the Official Code of Georgia, Title 36, Chapter 70, the local governments of Tift County have completed their Service Delivery Strategy process. This process included a review of all existing services currently provided throughout the county and their funding mechanisms, and developed a strategy for the provision of these services that is efficient, equitable and responsive to all citizens of the County.

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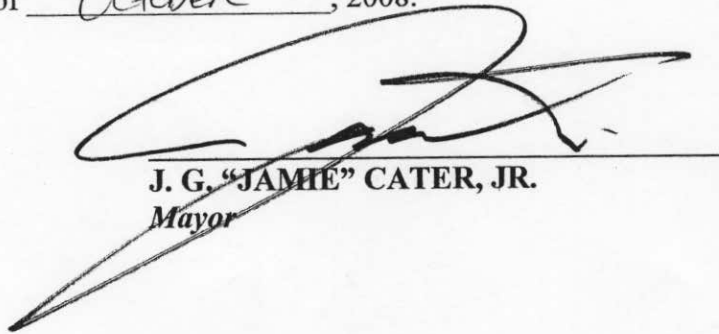
By adoption of this resolution, the Tifton City Council hereby adopts the Joint Tift County Service Delivery Strategy and authorizes the Mayor to sign the Joint Tift County Service Delivery Strategy and submit the strategy to the Georgia Department of Community Affairs for verification. The adoption of this resolution further authorizes the Mayor to certify that the Joint Tift County Service Delivery Strategy: 1) provides an accurate depiction of the agreed upon strategy, (2) promotes the most efficient, effective, and responsive delivery of services, (3) provides that water and sewer fees for extraterritorial services are reasonable and not arbitrarily higher, (4) provides that extraterritorial water and sewer extensions will be consistent with all applicable land use plans and ordinances, (5) ensures that cost of services provided primarily for the benefit of unincorporated area residents are paid for by unincorporated area revenues and (6) provides a process for resolving land use disputes arising over annexation.

**RESOLVED** this the 7 day of October, 2008.

**Attest:**

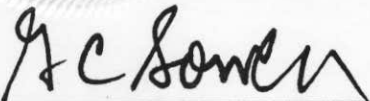


**Rona Martin**  
*City Clerk*



**J. G. "JAMIE" CATER, JR.**  
*Mayor*

**APPROVED as to Form:**



**Gregory C. Sowell**  
*City Attorney*

**CITY OF OMEGA, GEORGIA**

**RESOLUTION NO. 2008 - 009**

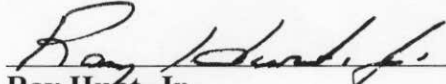
**[Service Delivery Strategy]**

Pursuant to the Official Code of Georgia, Title 36, Chapter 70, the local governments of Tift County have completed their Service Delivery Strategy process. This process included a review of all existing services currently provided throughout the county and their funding mechanisms, and developed a strategy for the provision of these services that is efficient, equitable and responsive to all citizens of the County.

The Joint Tift County Service Delivery Strategy includes: (1) an identification of all services provided and a description of the geographic service area, (2) an assignment as to the provider of the service, (3) a description of the funding sources, and (4) an identification of the mechanisms to be used to facilitate the implementation. The aforementioned is evidenced on the Georgia Department of Community Affairs Service Delivery Strategy for Tift County, herein after referred to as the Joint Tift County Service Delivery Strategy.

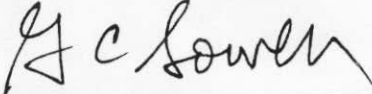
By adoption of this resolution, the Omega City Council hereby adopts the Joint Tift County Service Delivery Strategy and authorizes the Mayor to sign the Joint Tift County Service Delivery Strategy and submit the strategy to the Georgia Department of Community Affairs for verification. The adoption of this resolution further authorizes the Mayor to certify that the Joint Tift County Service Delivery Strategy: 1) provides an accurate depiction of the agreed upon strategy, (2) promotes the most efficient, effective, and responsive delivery of services, (3) provides that water and sewer fees for extraterritorial services are reasonable and not arbitrarily higher, (4) provides that extraterritorial water and sewer extensions will be consistent with all applicable land use plans and ordinances, (5) ensures that cost of services provided primarily for the benefit of unincorporated area residents are paid for by unincorporated area revenues and (6) provides a process for resolving land use disputes arising over annexation.

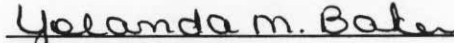
**RESOLVED** by the City Council of the City of Omega this 7th day of October, 2008.

  
\_\_\_\_\_  
Ray Hunt, Jr.  
Mayor

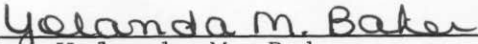
**APPROVED as to Form:**

Attest:

  
\_\_\_\_\_  
Gregory C. Sowell  
City Attorney

  
\_\_\_\_\_  
Yolanda M. Baker  
City Clerk

This is a certified copy of the original.

  
\_\_\_\_\_  
Yolanda M. Baker

**TY TY CITY COUNCIL  
SERVICE DELIVERY STRATEGY  
ADOPTION RESOLUTION**

**Resolution No. 2008-04**

Pursuant to the Official Code of Georgia, Title 36, Chapter 70, the local governments of Tift County have completed their Service Delivery Strategy process. This process included a review of all existing services currently provided throughout the county and their funding mechanisms, and developed a strategy for the provision of these services that is efficient, equitable and responsive to all citizens of the County.

The Joint Tift County Service Delivery Strategy includes: (1) an identification of all services provided and a description of the geographic service area, (2) an assignment as to the provider of the service, (3) a description of the funding sources, and (4) an identification of the mechanisms to be used to facilitate the implementation. The aforementioned is evidenced on the Georgia Department of Community Affairs Service Delivery Strategy for Tift County, herein after referred to as the Joint Tift County Service Delivery Strategy.

By adoption of this resolution, the Ty Ty City Council hereby adopts the Joint Tift County Service Delivery Strategy and authorizes the Mayor to sign the Joint Tift County Service Delivery Strategy and submit the strategy to the Georgia Department of Community Affairs for verification. The adoption of this resolution further authorizes the Mayor to certify that the Joint Tift County Service Delivery Strategy: 1) provides an accurate depiction of the agreed upon strategy, (2) promotes the most efficient, effective, and responsive delivery of services, (3) provides that water and sewer fees for extraterritorial services are reasonable and not arbitrarily higher, (4) provides that extraterritorial water and sewer extensions will be consistent with all applicable land use plans and ordinances, (5) ensures that cost of services provided primarily for the benefit of unincorporated area residents are paid for by unincorporated area revenues and (6) provides a process for resolving land use disputes arising over annexation.

This resolution duly adopted this 6<sup>th</sup> day of October, 2008.

  
\_\_\_\_\_  
J. Keith Beasley, Mayor

  
\_\_\_\_\_  
Attest: Sherry Boyett, City Clerk



**INVENTORY OF EXISTING SERVICES  
SERVICE DELIVERY STRATEGY FOR TIFT COUNTY**

SERVICE	GOVERNMENT OR AUTHORITY					
	TIFT	TIFTON	TY TY	OMEGA	AUTHORITIES	JOINT
ANIMAL CONTROL						X
BUSINESS LICENSE	X	X	X	X		
DEVELOPMENT SUPPORT SERVICES						X
E-911						X
EMA	X					
ENGINEERING	X	X				
FIRE						X
HOSPITAL					X	
INDUSTRIAL					X	
JAIL	X					
KEEP TIFT BEAUTIFUL						X
LIBRARY						X
MAIN STREET					X	
MOSQUITO CONTROL						X
POLICE		X		X		
PUBLIC TRANSIT	X					
RECREATION	X					
ROAD CONSTRUCTION	X	X	X	X		
SHERIFF	X					
SOLID WASTE COLLECTION DISPOSAL			X	X		X
STREET MAINTENANCE	X	X	X	X		
TAX ASSESSMENT	X					
VOTER REGISTRATION/ELECTIONS			X	X		X

**INVENTORY OF EXISTING SERVICES  
SERVICE DELIVERY STRATEGY FOR TIFT COUNTY**

SERVICE	GOVERNMENT OR AUTHORITY					
	TIFT	TIFTON	TY TY	OMEGA	AUTHORITIES	JOINT
WATER & WASTEWATER SERVICES			X	X		X
ZONING			X	X		X



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR

COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

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

Georgia Department of Community Affairs
Office of 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.

TIFT COUNTY, CITY OF TIFTON, CITY OF TY TY, CITY OF OMEGA, DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF TIFTON, TIFTON-TIFT COUNTY AIRPORT AUTHORITY, DEVELOPMENT AUTHORITY OF TIFT COUNTY, TIFT COUNTY HOSPITAL AUTHORITY, TIFT-TURNER-WORTH-COOK JOINT DEVELOPMENT AUTHORITY

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

SEE ATTACHED INVENTORY OF EXISTING SERVICE FOR TIFT COUNTY AND DCA SUMMARY OF SERVICES DELIVERY ARRANGEMENTS FOR EACH SERVICE.



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT Service: ANIMAL CONTROL

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.): TIFT COUNTY

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
TY TY	SPECIAL TAX DISTRICT
OMEGA	SPECIAL TAX DISTRICT

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
ANIMAL CONTROL	TIFT COUNTY/CITY OF TIFTON/CITY OF TY TY/CITY OF OMEGA	CONTINUING

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

JOINT RESOLUTION DATED OCTOBER 12, 2004

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



TIFT COUNTY, GEORGIA  
RESOLUTION NO. 2004-\_\_\_\_\_

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2004- 066A

CITY OF OMEGA, GEORGIA  
RESOLUTION NO. 2004-\_\_\_\_\_

CITY OF TY TY, GEORGIA  
RESOLUTION NO. 2004-5

[JOINT RESOLUTION ADOPTING ANIMAL CONTROL ORDINANCE]

A joint resolution of the City Council of the City of Tifton, Georgia, the City Council of the City of Omega, Georgia, the City Council of the City of Ty Ty, Georgia and of the Board of Commissioners of Tift County, Georgia. The purpose of this resolution is to provide for the care, treatment and maintenance of animals and birds; to limit the number and types of animals which may be kept and maintained [with the exemption of the Agrirama] to prohibit certain animals and birds; to provide for duties and responsibilities of owners and custodians of animals; to provide for control of animals; to prohibit fighting dogs, cocks, and other animals; to provide for control of rabies and zoonoses (animal diseases transmissible to humans); to provide for an animal control board; to provide for the seizure, confinement, reclamation, forfeiture, abandonment, surrender, adoption and disposal of animals; to provide for the administration and enforcement of the control of diseases, and to provide generally for the public health and welfare.

The Board of Commissioners of Tift County, Georgia, a body politic [the "County"] and the City Councils of the Cities of Tifton, Omega and Ty Ty, municipal corporations within Tift County, [hereafter "Tifton", "Omega" and "Ty Ty"] do hereby adopt the Resolution set forth below:

WHEREAS, animal control is a governmental function affecting the safety, health and welfare of the citizens of the county and all municipalities therein contained;

WHEREAS, the local governments joining in this Resolution seek to provide for the effective and efficient control of animals through joint operation of an animal control program and facility funded 50% by the City of Tifton and 50% by the Tift County and the Cities of Omega and Ty Ty through special tax districts;

WHEREAS, the parties adopting this Resolution recognize the value of operating under identical animal control ordinances in order to promote the uniform application of such ordinance.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Tift County and the City Councils of the cities of Tifton, Omega and Ty Ty that the Animal Control Ordinance attached hereto be adopted with an effective date as indicated in the signature blocks below;

BE IT FURTHER RESOLVED that the Chairman of the Tift County Board of Commissioners and the Mayors of the Cities of Tifton, Omega and Ty Ty are hereby authorized to execute this Resolution on behalf of their respective local governments, such signatures to be attested by their respective clerks and the effective date of such adoption being stated immediately below the signature blocks set forth below.

IN WITNESS WHEREOF the parties have affixed authorized signatures and the seals of the respective local government on the dates shown below.

BOARD OF COMMISSIONERS OF  
TIFT COUNTY, GEORGIA

by: 

Buddy Bryan, Chairman

attest: 

Glynda Hemby, Clerk

Executed October 12, 2004 [effective date]

[SEAL]

CITY OF TIFTON

by: 

Paul Johnson, Mayor

attest: 

Carla Cooper, Clerk

Executed October 12, 2004 [effective date]

[SEAL]

CITY OF OMEGA

by: Ray Hunt  
Ray Hunt, Mayor

attest: Yolanda Baker  
Yolanda Baker, Clerk  
Executed October 12, 2004 [effective date]

[SEAL]

CITY OF TY TY

by: Keith Beasley  
Keith Beasley, Mayor

attest: Sherry Boyette  
Sherry Boyette, Clerk  
Executed DEC. 6, , 2004 [effective date]

[SEAL]

**CITY OF TIFTON/TIFT COUNTY  
TYTY, OMEGA  
ANIMAL CONTROL ORDINANCE**

**ARTICLE I. PURPOSE AND UNLAWFUL ACTS**

Division 1. Purpose and General Provisions

- Sec. 14-1. Purpose of Chapter.
- Sec. 14-2. Definitions.
- Sec. 14-3. Maintenance of animals conditional upon compliance.
- Sec. 14-4. Supplemental nature of chapter.
- Sec. 14-5. Compliance with other regulations.
- Sec. 14-6. Criminal conviction not required; administrative nature of proceedings.
- Sec. 14-7. Knowledge of chapter's provisions presumed.
- Sec. 14-8. Violation of article.
- Sec. 14-9. Penalty for violation of article.
- Sec. 14-10. Unavailable defenses.

Division 2. Offenses and Violations

- Sec. 14-11. Treatment of Animals.
- Sec. 14-12. Care of Animals.
- Sec. 14-13. Female dogs in estrus (heat or season).
- Sec. 14-14. Leash Law.
- Sec. 14-15. Dangerous Animals and Guard Dogs
- Sec. 14-16. Interference with persons authorized to enforce chapter.
- Sec. 14-17. Interference with animal control shelter.
- Sec. 14-18. Inoculation (vaccination) of dogs and cats.
- Sec. 14-19. Rabies tag---Required.
- Sec. 14-20. Rabies tag---Unlawful use.
- Sec. 14-21. Driving animals.
- Sec. 14-22. Protected Animals.
- Sec. 14-23. Keeping of prohibited animals
- Secs. 14-24---14-30. Reserved.

## ARTICLE II. TREATMENT AND CARE OF ANIMALS

### Division 1. General Requirements

- Sec. 14-31. Treatment of animals.
- Sec. 14-32. Care of animals and birds.
- Sec. 14-33. Diseased animals.
- Sec. 14-34. Disposal of dead animals.
- Sec. 14-35. Hopelessly disabled animals.
- Sec. 14-36. Exceptions.
- Secs. 14-37---14-50. Reserved.

### Division 2. Rabies

- Sec. 14-51. Inoculation. (Vaccination)---Time and proof.
- Sec. 14-52. Inoculation---Exemptions.
- Sec. 14-53. Inoculation---Replacement tags.
- Sec. 14-54. Report of bites.
- Sec. 14-55. Reports by veterinarians.
- Sec. 14-56. Quarantine---Generally.
- Sec. 14-57. Quarantine --- Surrender and redemption.
- Sec. 14-58. Quarantine---County/City wide.
- Sec. 14-59. Disposition of rabid animals generally.
- Sec. 14-60. Killing and removal of rabid animals, suspect animals.
- Sec. 14-61. Shooting of suspect animals authorized.
- Sec. 14-62. Destruction or quarantine of animals bitten by rabid animals.
- Sec. 14-63. Dead rabid animals.
- Sec. 14-64. Dead animals exposed to rabies.
- Secs. 14-65---14-70. Reserved

## ARTICLE III. ADMINISTRATION AND ENFORCEMENT

- Sec. 14-71. Designation of responsibility.
- Sec. 14-72. Animal Control Officer.
- Sec. 14-73. Assignment of duties of animal control officer to others authorized.
- Sec. 14-74. Existing violations.
- Sec. 14-75. Existing activities.
- Sec. 14-76. Enforcement; generally.
- Sec. 14-77. Rules and regulations adopted for implementation of chapter.
- Sec. 14-78. Nuisances.
- Sec. 14-79. Policies and Procedures.
- Sec. 14-80. Fees---Generally.
- Sec. 14-81. Fees---Confiscation of Dangerous Animals.
- Sec. 14-82. Fees---Registration for certain dogs.



Sec. 14-83---14-90. Reserved.

#### ARTICLE IV. ANIMAL CONTROL

- Sec. 14-91. Seizure---Confinement.
- Sec. 14-92. Seizure---Tranquilization or Destruction in lieu of.
- Sec. 14-93. Seizure---Notice.
- Sec. 14-94. Seizure ---Limitations.
- Sec. 14-95. Seizure ---Prohibited animals.
- Sec. 14-96. Seizure ---Restricted.
- Sec. 14-97. Seizure---Conditions for release.
- Sec. 14-98. Forfeiture---Failure to reclaim.
- Sec. 14-99. Forfeiture---Repeated violations.
- Sec. 14-100. Forfeiture ---Inhumane treatment.
- Sec. 14-101. Forfeiture ---Violation of conditions.
- Sec. 14-102. Surrender of unwanted animals.
- Sec. 14-103. Adoption.
- Sec. 14-104. Neutering.
- Sec. 14-105. Disposal of Abandoned & Forfeited Animals.
- Sec. 14-106---14-200. Reserved.

#### ARTICLE V. BOARD OF ANIMAL CONTROL

- Sec. 14-201. Creation.
- Sec. 14-202. Purpose of Board.
- Sec. 14-203. Membership.
- Sec. 14-204. Compensation.
- Sec. 14-205. Meetings.
- Sec. 14-206. Disqualification of members.
- Sec. 14-207. Duties and responsibilities.
- Sec. 14-208. Rules and regulations.
- Sec. 14-209. Selection of chairman and vice-chairman.
- Sec. 14-210. Secretary of board---Designation.
- Sec. 14-211. Secretary of board ---Duties.
- Sec. 14-212. Authority.
- Sec. 14-213. Legal assistance.
- Sec. 14-214. Transmittal of record.
- Sec. 14-216---14-235. Reserved.

## ANIMALS

### ARTICLE I. IN GENERAL

#### Division 1. Purpose and General Provisions

##### Sec. 14-1. Purpose of Chapter

The purposes of this chapter are to provide for the care, treatment and maintenance of animals and birds; to limit the number and types of animals which may be kept and maintained [with the exemption of the Agrirama] to prohibit certain animals and birds; to provide for duties and responsibilities of owners and custodians of animals; to provide for control of animals; to prohibit fighting dogs, cocks, and other animals; to provide for control of rabies and zoonoses ( animal diseases transmissible to humans); to provide for an animal control board; to provide for the seizure, confinement, reclamation, forfeiture, abandonment, surrender, adoption and disposal of animals; to provide for the administration and enforcement of the control of diseases, and to provide generally for the public health and welfare.

##### Sec. 14-2. Definitions.

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

Abandoned Animal means an animal that is unattended and uncared for and is:

- (1) Placed or ventures onto public property or within a public building; or
- (2) Placed or ventures onto private property or within a private building without the consent of the private property's owner, custodian, or tenant; or
- (3) On or within the property of the animal's owner or custodian and has remained unattended or uncared for in excess of 36 hours.

Adequate food and water means food and water which is sufficient in amount and appropriate by nature for a particular type of animal to prevent starvation, dehydration, or a significant risk to the animal's health from a lack of food or water consistent with the size, health and age of each particular animal in issue.

Animal means any mammal, other than man, or any reptile or amphibian or bird:

Animal dealer means any person engaged in the business of buying live animals, other than livestock, of any kind for resale or in selling live animals, other than livestock, of any kind bought for the purpose of resale and includes those businesses commonly referred to as "pet shops." Every agent acting for or on behalf of any dealer shall be considered a dealer under this chapter, provided that any farmer acquiring an animal solely for the purpose of grazing or feeding such animal as a part of his farm operation or selling an animal maintained as a part of his farm operation shall not be an animal dealer.

Animal exhibitor means a person who, pursuant to valid licenses and permits therefore, either exhibits animals for compensation or for improvement of the breed or utilizes animals in connection with activities for which compensation is received.

Animal shelter means any facility operated by or under contract with the County /City for the purpose of impounding or harboring seized, stray, diseased, nuisance, dangerous, neglected, deprived, abused, homeless, abandoned, or unwanted animals or birds; any veterinary hospital or clinic operated by a veterinarian which operates for such purpose, in addition to its customary purposes; and any facility operated, owned, or maintained by other nonprofit organizations for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals or birds.

At large and run at large means any animal which is not under the control of a person and which is upon any street, upon or within any public property, or upon or in any property not belonging to the owner or custodian of the animal, unless by permission of the owner or custodian of such property.

Bird means poultry as well as all other avian species.

Bite means to be seized with the teeth or jaws so that a person or animal has been nipped, gripped, wounded or pierced and saliva of the biting animal has or may have contacted the resulting break or abrasion of the skin.

Board of Health means the Tift County Board of Health and includes officers, officials and employees of such Board of Health acting within the scope of their authority.

Breeder-hobbyist means a person who maintains no more than four animals of the same species and breeds the species of animal as a hobby, but produces not more than two litters of any species of animal in any 12-month period.

Breeder-professional means a person who breeds animals for purposes of sale and maintains a current business license or who produces more than two litters of any species of animals in any 12-month period and who maintains affiliation in a nationally recognized society for the betterment, control and/or competitive display of the animal species.

County means Tift County, Georgia.

City means the incorporated cities of Tifton, Omega and/or TyTy.

Carcasses of domestic animals means all or any part or portion of any dead domestic animal not slaughtered for human consumption.

Cat means any member of the animal species Felis Catus six months or more in age and includes kittens less than six months of age.

Control of an animal means that the animal is:

- (1) On a leash which is being held by a person of sufficient size, age, and maturity to restrain the animal;
- (2) Under voice control in the presence of a competent person;
- (3) On or within a vehicle which is being driven or is parked and restrained in such manner as to prevent the animal's freedom to egress from the vehicle;  
or
- (4) Within the property limits of its owner or custodian or upon the premises of another person with the consent of such other person.

Custodian means any person who within the County/City has responsibility for, or exercises custody, charge, or control over an animal or bird or harbors, maintains or keeps an animal or bird.

Dangerous Animal or Vicious Animal (Also see Potentially Dangerous Animal) means any animal that:

- (1) Has inflicted injury on a human being or another animal without provocation on public or private property, or
- (2) Has attacked or endangered the safety of human beings or another animal without provocation on public or private property, or
- (3) Has bitten any person, or another animal without provocation on public or private property

Dead animal means the carcass, parts of the carcass, effluent, and blood of deceased animals, birds and fish.

Deprived animal means an animal which has not been provided by the owner or custodian thereof with adequate food and water, humane care, adequate sanitary shelter, adequate

shelter from inclement weather or adequate ventilation or has been subject to cruel and inhumane treatment.

Diseased animal means any animal, bird or fish which is suffering from any disease or condition for which the animal is subject to quarantine or which is both contagious to humans or any other animal and is deadly to humans or any other animal.

Dog means any member of the animal species Canis Familiaris six months or more in age and includes puppies less than six months of age.

Domestic animal means dogs, cats, livestock, poultry, confined domesticated hares and rabbits, and all other animals and birds raised or maintained in confinement as pets or for work, food or recreational purposes.

Equine means any member of the equidae species, including horses, mules, and asses.

Euthanasia means a death brought about by any method which produces rapid loss of consciousness to painless death.

Exposed to rabies means that a person or an animal has been bitten by, or exposed to, any warm blooded animal known or suspected to have been infected with rabies.

Fighting or attack dog or animal means any dog or animal which has been trained to attack other dogs, animals or humans with the intent to injure or kill, independently or upon oral command.

Free running line means a line which is attached or is secured by a swivel or other device which will prevent the line from being wrapped around some object.

Guard dog means any dog which has been trained to attack persons or other animals independently or upon oral command or any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which located.

Hopelessly disabled animal means any animal, bird or fish which is the subject of any disease, injury or condition which is a cause of suffering by the animal and from which there is no reasonable probability of recovery.

Humane care means, but is not limited to, the provision of adequate heat, adequate ventilation, adequate sanitary shelter and adequate food and water for an animal consistent with normal requirements and feeding habits of the animal based upon size, age, species, and breed.

Kennel means any licensed facility, other than an animal shelter, where animals not owned by the proprietor thereof are sheltered, boarded, fed, held, trained, exercised or similarly maintained in return for a fee or other compensation.



Livestock means all animals of the equine (horses & mules), bovine (cows), avian (poultry), or porcine (pigs & pot belly pigs) species, including; caprina (goats), ovine (sheep) and all other grazing animals.

Livestock dealer means any person engaged in the business of buying livestock of any kind for resale or in selling livestock of any kind bought for the purpose of resale or in buying livestock of any kind for slaughter, provided that any farmer or rancher acquiring livestock solely for the purpose of grazing or feeding as a part of his farm or ranch operation or selling an animal maintained as a part of his farm or ranch operation shall not be a livestock dealer.

Livestock market operator means any person engaged in the business of operating public auctions or sales of livestock or of operating barns and yards for the containment of livestock held for the purpose of auction or sale.

Meat or meat products means the carcass or part of any carcass of any animal, bird or fish or any by product thereof in any form.

Meat processing plant means any abattoir, slaughterhouse, poultry killing or processing plant, or any other establishment for the killing, storage, dressing, manufacture, preparation, or processing of any animal, bird, fish or dairy product or any byproduct thereof for human consumption which has been licensed by the state for such activities.

Municipal Court or Magistrate Court means the official court that hears violations of county or city ordinances, which may be the Magistrate Court of Tift County or the Municipal Court of the City, as appropriate to hear such cases.

Neutered means any and all male and female animals which have been operated upon to prevent conception as evidenced by certification of a licensed veterinarian.

Nuisance animal means an animal which:

- (1) Runs at large or is at large or, is a dangerous animal and is not kept securely confined;
- (2) Repeatedly molests or disturbs persons or vehicles by chasing or barking or attacks passersby, whether they are pedestrians, on a bicycle, or in a motor vehicle;
- (3) Damages property other than that of the owner thereof;
- (4) Creates noise by barking, whining, howling, honking, crowing, braying, or crying which is detectable outside the property of the owner or custodian thereof;

- (5) Is prohibited, such as bees and/or bee hives, within the incorporated city limits;
- (6) Creates noxious or offensive odors which are detectable outside the property of the owner or custodian thereof, with the exception of animals owned as part of farm or ranch operations at locations where such activities are permitted pursuant to the zoning ordinance of the County;
- (7) Defecates upon or in any street or public place or upon or on premises not owned or controlled by the owner or custodian thereof in the absence of the express permission therefore by the owner or custodian of the premises except where such defecation is promptly removed by the owner or custodian of the animal, provided this shall not apply to the guide dog of a blind or disabled person;
- (8) Creates an accumulation of excreta which has the potential of becoming an insect breeding site;
- (9) Is in estrus (heat or season) and is located upon and in any street or public property, outside property owned or controlled by the owner or custodian of the animal or outside property owned or controlled by a person who has granted express permission therefore; or
- (10) Has no owner or custodian, provided this condition shall not apply to wild animals.
- (11) Is inimical to the public health, welfare, or safety according to rules and regulations promulgated by the Tift County Board of Health

Owner means any person who or which, with respect to an animal, bird or reptile located within the County/City, has, possesses, asserts or claims any ownership or possessory rights to an animal, bird or reptile; harbors, maintains or keeps an animal, bird or reptile; or exercises custody, charge or control over an animal, bird or reptile.

Person means any person, firm, corporation, partnership, association, trust, estate, or other legal entity or any combination of the foregoing.

Potentially dangerous means any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise threaten persons without provocation; or any dog that, when unprovoked:

- (1) Chases or approaches a human being or another domestic animal on any public or private property in a vicious or terrorizing manner in an apparent attitude of attack; or
- (2) Attempts to attack a human or another domestic animal.

Poultry means any domestic fowl including, but not limited to, chickens and water fowl such as geese and ducks; birds which are bred for meat and egg production, exhibition, or competition; and game birds such as pheasants, partridge, quail, and grouse, as well as guinea fowl, pigeons, doves, and peafowl to include: ratite, rhea, emus, ostrich.

Proper enclosure means an enclosure for keeping a particular animal which provides protection from the elements and securely confines the animal consistent with the size, age, species and breed of such animal within the dwelling of the owner or custodian thereof, or within a securely enclosed and locked pen, fence, or structure suitably constructed so as to prevent the entry of young children or other animals or the animal from escaping therefrom.

Rabies vaccination means the (Inoculation) administration of antirabic vaccine by a licensed veterinarian at such intervals as required by state law and rules and regulations applicable thereto.

Rendering plant means a place of business or location or plant where the carcasses of domestic animals or packinghouse refuse or other refuse is purchased, received, or unloaded and where such carcasses or refuse is processed for the purpose of obtaining the hide, skin, grease, residue, or any other byproduct from such animals or refuse in any way whatsoever and which is licensed for such activities by the state.

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

Stray means an animal running at large in the County or the City.

Small animal pet means any dog, any cat or any other mammal species which is a potential carrier of rabies, as determined from time to time by or on behalf of any agency of the state, and is kept or maintained as a pet.

Spayed female means any and all female animals, which have been operated upon to prevent conception as evidenced by the certification of a licensed veterinarian.

Street means any public street, road, highway, alley or other way located within the County/City, including the full width of the right-of-way of such street and any sidewalks adjacent thereto, which is open to the use of the public for vehicular or pedestrian use.

Vaccination means the administration of antirabic vaccine by a licensed veterinarian at such intervals as required by Georgia Law and rules and regulations applicable thereto.

Vicious Animal see Dangerous Animal

Voice control means that an animal:

- (1) Is physically capable of hearing normal commands and is, at the time under consideration, within reasonable proximity to the controller so that shouting or excessively loud commands are not necessary;
- (2) Has been adequately trained in obedience so as to be capable of understanding control commands; and
- (3) Either continually demonstrates, or is able to demonstrate on demand, response to a command that will cause the animal to immediately come into close proximity to the controller and cease any kind of aggressive behavior or action that would be offensive or threatening to other persons or animals.

#### **Sec. 14-3. Maintenance of animals conditional upon compliance**

The ownership and maintenance of animals, reptiles, and birds within the County/City is conditional upon strict compliance by the custodian of such animal, bird, reptile and with all of the provisions of this chapter and all other applicable federal, state and local laws.

#### **Sec. 14-4. Supplemental nature of chapter.**

The requirements, limitations, conditions, restrictions, and provisions of this chapter are in addition to and are supplementary of all other requirements, limitations, conditions, restrictions and provisions of the state, federal and local ordinances, rules and regulations relative to animals and birds or to the conduct of any activity, business, enterprise, trade, profession or occupation.

#### **Sec. 14-5. Compliance with other regulations.**

Compliance with the provisions of this chapter shall not excuse or relieve any person from complying with the requirements and provisions of all other laws, ordinances, resolutions, rules and regulations applicable to animals and birds or to the conduct of any activity, business, trade, profession or occupation. Those additional laws, ordinances, rules and regulations include, but are not limited to:

- (1) All applicable federal and state laws, rules and regulations;
- (2) The business, occupational and professional license and permit requirements of the County/City.

- (3) The obtaining of and compliance with business, occupational, trade and professional licenses and permits from the County/City as well as, to the extent applicable, the State and the United States;
- (4) Compliance with the zoning ordinance of the County/City; and
- (5) Compliance with all other applicable ordinances and resolutions of the County/City.

**Sec. 14-6. Criminal conviction not required; administrative nature of proceedings.**

Any proceeding or action which may be taken with respect to any animal or bird pursuant to this chapter shall be administrative in nature with respect to the privilege of the owner of the animal or bird to keep and maintain the animal or bird within the County/City. No conviction, dismissal, acquittal, other plea or other disposition with respect to any criminal violation involving any alleged criminal conduct shall be necessary for any action pursuant to the provisions of this chapter relative to any animal or bird, or otherwise to affect any action taken pursuant to the provisions of this chapter.

**Sec. 14-7. Knowledge of chapter's provisions presumed.**

The owner and the custodian of any animal maintained within the County/City, as well as all employees, agents and servants of such owner or custodian, shall be conclusively presumed, for purposes of this chapter, to have at all times complete and full knowledge of all provisions of this chapter.

**Sec. 14-8. Violation of chapter.**

It shall be unlawful for any person to knowingly violate any provisions of this chapter.

**Sec. 14-9. Penalty for violation of chapter.**

The appropriate official designated pursuant to Article 3 of this ordinance may prosecute violations of any provision of this ordinance by the issuance of a citation or other appropriate proceeding returnable to the Magistrate or Municipal Court, as applicable. The penalty for a violation of this article shall be as follows:

- (a) For the first offense within a twelve (12) month period, up to \$100.00 per day for each day that such condition or violation shall exist; and
- (b) Second or subsequent offenses within a twelve (12) month period, up to \$250.00 per day for each day that such condition or violation shall exist.



Each day shall constitute a separate violation, a separate offense and a separate obligation with respect to the prohibition and offenses herein described.

**Sec. 14-10 Unavailable defenses.**

In any prosecution for violation of any of the provisions of this chapter, it shall not be a defense that any person charged was mistaken as to the species, breed, age, size, or nature of any animal or that the person lacked criminal intent, it being one of the purposes of this chapter to penalize recklessness and indifference resulting in the violation of any provision of this chapter.

**Division 2. Offenses and Violations**

**Sec. 14-11. Treatment of animals.**

It shall be unlawful for any person to violate any of the provisions of section 14-31 relative to the treatment of animals.

**Sec. 14-12. Care of animals.**

It shall be unlawful for any person to violate any of the provisions of section 14-32 relative to the care of animals or birds

**Sec. 14-13. Female dogs in estrus (heat or season).**

It shall be unlawful for any owner or custodian of any unspayed female dog, while such dog is in season, to allow the dog to be or remain other than upon the premises of the owner or custodian of such dog confined at all times in a proper and adequate enclosure.

**Sec. 14- 14. Leash Law**

It shall be unlawful for the owner of any animal, or person having an animal in custody, to fail to maintain control of an animal or to allow it to run at large unattended on or about the streets, highways, and rights-of-way of the county or city, or on the property of another person without permission of the owner of that property or of the person in possession of that property.

It shall be unlawful for any animal to be confined upon the premises of the owner or custodian of such animal by a leash or chain of less than ten (10) feet in length and equipped with swivels at both ends, except by a leash which is a free running line. Any animal confined by leash or chain shall be restrained at least six (6) feet from all entrance and exit locations to the property or building within which the animal is located. Animals shall not be restrained by leash or chain in a manner and location that precludes unrestricted and safe ingress and egress by animal control or law enforcement personnel.

#### **Sec. 14-15. Dangerous Animals and Guard Dogs**

It shall be unlawful for the owner of any dangerous or potentially dangerous dog to fail to post prominent signage with the words "DANGEROUS DOG", easily read at a distance of 25 feet, at all entrance and exit locations to the property or building within which the dog is located. "Dangerous or Vicious" animals shall be confined on a concrete surface, at least six (6) inches thick, and confined by a fence of at least six (6) feet in height, the sides of which are embedded into the ground, and the gate of which is secured by a child-proof lock. Any such dangerous animal, while off the real property of its owner or custodian, must be muzzled and secured by a leash or chain, and under control of the owner or custodian. Dangerous and Potentially Dangerous animals must be registered in accordance with section 14-82.

It shall be unlawful for the owner of any guard dog to fail to post prominent signage with the words "WARNING GUARD DOG", easily read at a distance of 25 feet, at all entrance and exit locations to the property or building within which a guard dog is located. Guard dogs shall be confined by a fence of at least six (6) feet in height with a minimum of three (3) strands of barbed wire attached to the top or by a fence of at least eight (8) feet in height, or within an enclosed building or structure. Any such guard dog, while off the real property of its owner or custodian, must be muzzled and secured by a leash or chain, and under control of the owner or custodian. Guard dogs must be registered in accordance with section 14-82.

#### **Sec. 14-16. Interference with persons authorized to enforce chapter.**

No person shall resist, interfere with, hinder, delay or molest any person authorized to enforce any of the provisions of this chapter in the performance of the duties imposed upon such person by this chapter, or seek to release any animal from the custody or control of any such person, except as provided in this chapter.

#### **Sec. 14-17. Interference with animal control shelter.**

It shall be unlawful for anyone to interfere with the operation of any animal shelter or other facility maintained for the confinement of animals under supervision of the County/City; to remove from any such animal shelter or facility without the consent of the operator of the animal shelter or facility any animal kept therein; or to resist, hinder, delay, interfere with or molest any person, agent, employee or member of any organization or entity operating such animal shelter or facility in the performance of his duties or responsibilities.

**Sec. 14-18. Inoculation (vaccination) of dogs and cats.**

It shall be unlawful for any person to own or maintain within the County/City any dog or cat over the age of three (3) months unless the animal has been inoculated (vaccinated) against rabies and documentation maintained, as required by provisions of this chapter.

**Sec. 14-19. Rabies tag ----Required.**

It shall be unlawful for any person to own or maintain any dog over three (3) months of age within the County/City unless the dog at all times and at all places, is wearing a tag indicating that the dog has been inoculated (vaccinated) against rabies.

**Sec. 14-20. Rabies tag----Unlawful use.**

It shall be unlawful for any person to use for any dog a rabies tag which was not issued for such dog.

**Sec. 14-21. Driving animals.**

It shall be unlawful for any person to drive or ride any animal through, upon or within any street or public place within the County/City without having the animal securely haltered, roped or otherwise restrained, except as a permitted special event.

**Sec. 14-22. Protected Animals**

- (a) Except to the extent otherwise provided in this chapter, no person, within the incorporated city limits, shall knowingly:
- (1) Trap, shoot, hunt, disturb, or molest any non-domesticated bird or any domesticated bird;
  - (2) Disturb, molest, remove, or destroy any active nest of any non-domesticated bird or any domesticated bird; or
  - (3) Disturb, molest, remove, or destroy any egg of any non-domesticated bird.
- (b) Possession by any person of any egg of any normally non-domesticated bird shall constitute prima-facie evidence of violation by said person of the provisions of subsection (a) (3) above.
- (c) The provisions of subsections (a) and (b), above shall not apply to any employee of any Federal, State, or local governmental entity, agency, or instrumentality while acting within the scope of his or her employment or to any employee of any

institution of education of research while acting within the scope of his or her employment.

- (d) The provisions of subsections (a) and (b); above shall not apply to the owner or custodian of any domesticated bird.

**Sec. 14-23. Keeping of prohibited animals**

- (a) Except to the extent otherwise provided in this chapter, no person shall own, have, keep or maintain within the County or City any of the following:
  - (1) Any poisonous or venomous biting or injecting species of amphibian or reptile, including snakes.
  - (2) Any animal listed as inherently dangerous to humans pursuant to the provisions of O.C.G.A. 27-5-4 or determined by regulation of the State Board of Natural Resources pursuant to the provisions of the section as being considered as inherently dangerous to humans.
  - (3) Any animal, bird, fish, or insect which is subject to quarantine, expulsion, exclusion, prohibited, or denial of entry by the State or the United States or any agency, department, division, bureau or other instrumentality thereof.
  - (4) Any animal, bird, fish or insect, either dead or alive, and including any body or part thereof, which then appears on the endangered species list designated by the United States Secretary of the Interior and published in the Code of Federal Regulations pursuant to the Endangered Species Act of 1973 or which is protected under any federal or state law or regulation which has as its purpose the protection of endangered or threatened species.
  - (5) Any animal which is afflicted with any disease which is contagious to humans or other animals and is not under treatment for that disease;
  - (6) Any animal pet at the age of three (3) months and older which has not been currently inoculated for rabies.
  - (7) Any animal pet which has been inoculated for rabies without identifiable proof of inoculation for rabies.
  - (8) Any carnivorous animal which has not been domesticated or which has dangerous propensity toward any person, any other animal or any property of anyone other than the owner or custodian thereof.
  - (9) Any wild or non-domesticated animal as prohibited by state law pursuant to the provisions of O.C.G.A. 27-5-4 and 27-5-5.

The following subparagraphs 10 through 16 shall apply to all incorporated cities and unincorporated subdivisions (residential areas with six (6) or more lots), and residences on three (3) acres or less in the County:

- (10) Any livestock (see **definition of livestock which includes poultry**) of any type, breed or number upon any premises with the exemption of The Georgia Agrirama.
- (11) Any birds **except domesticated birds** in excess of six (6) of any breed or species or in excess of ten (10) in the aggregate of all breeds and species of birds plus offspring thereof until thirty (30) days of age, provided that any birds so permitted shall be maintained, except as otherwise permitted under the provisions of this chapter, at all times within a proper enclosure which shall be located no closer than ten (10) feet from the nearest point of any property line. This provision shall not apply to the Georgia Agrirama.
- (12) Any dogs upon any premises in excess of four (4) of any breed or in excess of six (6) in the aggregate of all breeds of dogs (plus any off spring thereof until six (6) months of age); provided that any dogs so permitted shall be maintained, except as otherwise permitted under the provisions of this chapter, at all times within a proper enclosure which shall be located no closer than (10) feet from the nearest point of any property line.
- (13) Any cats upon any premises in excess of four (4) of any breed or in excess of six (6), in the aggregate of all breeds of cats (plus any offspring thereof until six (6) months of age); provided that any cats so permitted shall be maintained, except as otherwise permitted under the provisions of this chapter, at all times within a proper enclosure which shall be located no closer than (10) feet from the nearest point of any property line.
- (14) Any rabbits or domesticated hares upon any premises in excess of four(4) of any breed or species or in excess of ten (10) in the aggregate of all breeds and species of rabbits and domesticated hares (plus any offspring thereof until four (4) months of age); provided that any rabbits and domesticated hares so permitted shall be maintained, except as otherwise permitted under the provisions of this chapter, all times within a proper enclosure which shall be located no closer than ten (10) feet from the nearest point of any property line.
- (15) Any other animals not specified above upon any premises in excess of ten (10) in the aggregate of all such other animals, plus any offspring thereof until weaned or until three months of age in the event the animal is not weaned; provided that all such other animals so permitted shall be maintained, except as otherwise permitted under the provisions of this chapter, at all times within a proper enclosure which shall be located no closer than ten (10) feet from the nearest point of any property line.



(16) Any animals upon any premises in excess of twenty (20) in the aggregate of all such animals. See subsections (b) through (e) of this section for exceptions.

(b) The provisions of subsection (a) of this section shall not apply to those activities of the following, as well as the employees, agents and servants thereof while acting within the scope of their employment:

- (1) Licensed veterinarians;
- (2) Animal shelters;
- (3) Any legitimate institution or agency of education, health or research; or
- (4) Any federal, State or local governmental entity, agency or instrumentality which includes The Georgia Agrirama.

The provisions of subsections (1), (2), (3), (9), (10), (11), (12), (13), (14), (15), and (16) of subsection (a) of this section shall not apply to those activities of animal exhibitors, as well as the employees, agents and servants thereof while acting within the scope of their employment, which are permitted or allowed pursuant to licenses and/or permits issued by the County or City and by any other federal or state governmental entity, agency or instrumentality having jurisdiction relative thereto, provided all such activities are conducted in accordance with applicable federal, state and local laws, ordinances, rules and regulations.

(c) The provisions of subsections (10), (11), (12), (13), (14), (15), and (16) of subsection (a) of this section shall not apply to those activities of the following, as well as the employees, agents and servants thereof while acting within the scope of their employment, which are permitted or allowed pursuant to licenses and/or permits issued by the County or City and by any Federal or State governmental entity, agency or instrumentality having jurisdiction relative thereto, provided all such activities are conducted in accordance with applicable Federal, State and local laws, ordinances, rules and regulations:

- (1) Animal dealers;
- (2) Livestock dealers;
- (3) Livestock market operators;
- (4) Meat processing plants;
- (5) Kennels; and
- (6) Professional breeders.

(d) The provisions of subsection (10), (11), (12), (13), (14), (15), and (16) of subsection (a) of this section shall not apply to the grazing or feeding by legitimate farmers and ranchers of their own animals as a part of their own farm or ranch operations at locations where such activities are permitted pursuant to the zoning ordinance of the County and City or to the transportation or sale of such animals by a legitimate farmer or rancher.



Secs. 14-24---14-30. Reserved

## ARTICLE II. TREATMENT AND CARE OF ANIMALS

### Division 1. General Requirements

#### Sec. 14-31. Treatment of animals.

- (a) Except to the extent otherwise provided in this chapter, no person except the owner of an animal, a person authorized by the owner of an animal, a licensed veterinarian or an employee, agent or servant thereof, or a person acting pursuant to any privilege or authority granted pursuant to federal, state or local law, ordinance, rule or regulation shall kill any domestic animal within the County/City; provided, however, that an animal may be killed by a person in order to defend his person or property, or the person or property of another, from injury or damage by the animal; and further provided that no person shall kill any animal in any manner or by any method or means which causes the animal unnecessary pain or suffering under the circumstances.
- (b) No person shall maim any animal without justification and necessity or cause any animal to suffer any cruel treatment, to be subjected to any unnecessary pain or suffering, to be subjected to fighting with or the attacking or killing of another animal, to suffer any unnecessary fright or to otherwise be subjected to any inhumane treatment. No person shall release or abandon any animal, either alive or dead, upon any public property or upon the property of any other person.
- (c) No person shall knowingly by neglect, omission or act allow any domestic animal to endure unnecessary pain or suffering or aid or assist in the causation of any unnecessary pain, suffering or injury by any animal.
- (d) No person shall by neglect, omission or act leave exposed any poisonous or toxic liquid or substance in any manner that any domestic or wild animal may come in contact therewith.
- (e) No person who while operating any vehicle which has stricken or otherwise injured any domestic animal shall, following such incident, either fail to stop and render assistance to such injured animal or promptly contact appropriate authorities relative thereto.

**Sec. 14-32. Care of animals and birds.**

No owner or custodian of any animal or bird shall fail to provide the animal or bird:

- (1) With humane care;
- (2) With adequate food and water;
- (3) With adequate sanitary shelter which has adequate ventilation; or
- (4) With adequate shelter from inclement weather

**Sec. 14-33. Diseased animals.**

Promptly upon discovery, the owner and the custodian of any diseased animal shall report the condition to appropriate authorities and shall promptly deliver the diseased animal to a licensed veterinarian, the animal control officer of the county, such other person or institution as the county manager shall designate, or appropriate state or federal officials for treatment, observation and, if required, disposal as provided by applicable law.

**Sec. 14-34. Disposal of dead animals.**

- (a) All dead animals shall be disposed of within 12 hours of their death by the owner or custodian of such animal in accordance with requirements of state law and rules and regulations of the commissioner of agriculture relative thereto by:
  - (1) Delivery of the deceased animal to a livestock dealer, livestock market operator, meat processing plant, or rendering plant with the consent of the recipient of such animal;
  - (2) Burial of the dead animal in a sanitary manner upon premises of the owner or custodian or a third party with the prior expressed consent therefore to a sufficient depth and degree so as to prevent the exposure of body by scavengers, with such burial to be to a level of at least three feet below ground level and with not less than three feet of compacted earth over the animal; or
  - (3) Delivery to the facility of the County/City maintained for such purposes with payment of all required fees therefore.
- (b) No person in possession of a dead animal or responsible for a dead animal shall abandon any dead animal upon any public street, any public property or any private property.

**Sec. 14-35. Hopelessly disabled animals.**

Notwithstanding any other provision of this chapter licensed veterinarians, state and local law enforcement officers, the animal control officer of the County/City, those authorized by the county manager to administer and enforce the provisions of this chapter, and all federal, state and local governmental employees, while acting within the scope of their authority, are authorized to induce the death of hopelessly disabled animal by appropriate humane methods, preferably by means of euthanasia.

**Sec. 14-36. Exceptions**

Notwithstanding any other provision of this article, the provisions of this article shall not apply to:

- (1) The eradication or control of rats, mice, gophers, moles, other rodent pests, coyotes, beaver, poisonous snakes and insects and other animals and birds which have been determined by appropriate governmental officials to constitute nuisances.
- (2) The medical, research and educational activities of legitimate medical, research and educational institutions and agencies, and the employees, agents and servants thereof while acting within the scope of their employment.
- (3) Legal activities of the holder of a valid hunting or fishing license in compliance with the federal and state game and fish laws.
- (4) Employees of federal, state and local governmental entities, agencies and instrumentalities while acting within the scope of their employment.

Secs. 14-37---14-50. Reserved.

**Division 2. Rabies**

**Sec. 14-51. Inoculation. (vaccination)—Time and proof.**

The owner of each dog or cat shall cause:

- (1) The dog or cat to be inoculated (vaccinated) against rabies by a licensed veterinarian prior to the dog or cat reaching three (3) months of age and thereafter shall cause appropriate booster vaccinations for such dog or cat to be obtained as each rabies vaccination current period expires according to the rabies certificate issued by the licensed veterinarian at the time of each inoculation(vaccination); and

- (2) A current rabies tag (proof of rabies vaccination) should be available for each dog at all times, subsequent to the dog reaching three (3) months of age.
- (3) A current receipt or statement from a licensed veterinarian or other documentation (proof of rabies vaccination) should be available for each cat at all times, subsequent to the cat reaching three (3) months of age.

**Sec. 14-52. Inoculation —Exemptions.**

The vaccination requirement of section 14-51 relative to inoculation (vaccination) of dogs/cats shall not apply to any dog/cats belonging to a nonresident of the County/City kept within the County/City for not longer than 30 days, providing that the dog/cats shall, at all times while within the County/City, be kept confined within a building, enclosure, or vehicle or be under the restraint of the owner.

**Sec. 14-53. Inoculation ---Replacement tags.**

The owner of each dog shall promptly cause to be obtained from a veterinarian replacement rabies tag for any tag which is lost.

**Sec. 14-54. Report of bites.**

Every physician and other medical practitioner shall promptly report to the board of health the names and addresses of persons treated for bites inflicted by animals, together with such other information as may be required by the Board of Health for the purpose of rabies control.

**Sec. 14-55. Reports by veterinarians.**

Every licensed veterinarian shall promptly report to the Board of Health the diagnosis of any animal as a rabies suspect.

**Sec. 14-56. Quarantine—Generally.**

Every animal which bites a human or is suspected of having been exposed to rabies shall be promptly reported to the Board of Health, shall be seized and thereafter be securely quarantined at the direction of the Board of Health and shall not be released from such quarantine except by written permission of the Board of Health. In the discretion of the Board of Health quarantine may be had upon the premises of the owner or at the County/City animal shelter or, at the owner's option and expense, in a veterinary hospital of the owner's choice. Animals whose ownership is not known shall be quarantined at the County/City animal shelter.

**Sec. 14-57. Quarantine --- Surrender and redemption.**

The owner and custodian of any animal which has bitten a human or which is suspected of having been exposed to rabies shall, upon demand, promptly surrender the animal to the animal control officer for quarantine with the expense of such quarantine to be borne by the owner. The animal may be reclaimed by the owner or custodian if such animal is determined to be free of rabies upon payment of all seizure fees and maintenance fees attributable thereto and upon compliance with all other applicable provisions of the article.

**Sec. 14-58. Quarantine --- County/City wide.**

- (a) Upon determination of the advisability based upon positive diagnosis of rabies, the Board of Health may in its discretion recommend to the County Manager the imposition of a County/City wide quarantine for such period of time as it shall deem proper which shall be then imposed by the County Manager. During such quarantine period no animal shall be taken or allowed upon the streets or off the property of the owner or custodian, nor shall any animal be removed from the County/City without written permission of the Board of Health.
- (b) If there shall occur additional positive cases of rabies during the period of quarantine, the period of quarantine may be extended upon the recommendation of the Board of Health.

**Sec. 14-59. Disposition of rabid animals generally.**

The Board of Health shall direct the disposition of any animal found to be infected with rabies.

**Sec. 14-60. Killing and removal of rabid animals, suspect animals.**

Except as otherwise permitted pursuant to other provisions of this article, it shall be unlawful for any person to kill, or cause to be killed, any rabid animal, any animal suspected of having been exposed to rabies, or any animal which has bitten a human, nor shall any person remove any such animal from the County/City without the written permission of the Board of Health.

**Sec. 14-61. Shooting of suspect animals authorized.**

Notwithstanding any other provision of this chapter, any citizen, law enforcement officer, any employee of the Board of Health, any public health official and any other government official or employee acting within the scope of his authority is authorized to shoot any animal which has bitten a human, which is suspected of being rabid or which is suspected of having been exposed to rabies, when justified based upon surrounding circumstances in which the shooting can be accomplished without endangering persons or other animals.

**Sec. 14-62. Destruction or quarantine of animals bitten by rabid animals.**

- (a) Unvaccinated small animals that are bitten by an established rabid animal shall be destroyed immediately. If the owner or custodian of the animal objects to the immediate destruction of such an animal, then the animal must be strictly confined and quarantined from all human and other animals for six months either by the owner or at an appropriate facility at the expense of the owner. One month prior to release, the animal shall be vaccinated against rabies. If the animal was vaccinated at least one month before such exposure, it shall be re vaccinated immediately and placed in strict confinement and quarantined for at least thirty (30) days either by the owner or appropriate facility at the expense of the owner.
- (b) Any livestock that are bitten by an established rabid animal shall be destroyed immediately. If the owner or custodian of any livestock objects to the immediate destruction of such an animal, the animal shall be vaccinated and placed in strict confinement and quarantined from all humans and other animals for six months either by the owner or an appropriate facility at the expense of the owner.
- (c) Where quarantine or confinement is carried out pursuant to subsection (a) and (b) of this section the quarantine or confinement shall conform to the requirement of section 14-51 and all other requirements, conditions, limitations and restrictions of the Board of Health and other public health officials.

**Sec. 14-63. Dead rabid animals.**

When an animal which has been diagnosed as being rabid, or is suspected by a licensed veterinarian of being rabid, dies, the Board of Health is authorized to take whatever steps are necessary in order to dispose of the animal and to otherwise comply with applicable law including, without limitation, causing the carcass of the animal, or parts thereof, to be subjected to pathological examination.

**Sec. 14-64. Dead animals exposed to rabies.**

The carcass of any dead animal exposed to rabies shall, upon demand, be surrendered to the Board of Health.

**Sec. 14-65---14-70. Reserved.**



### ARTICLE III. ADMINISTRATION AND ENFORCEMENT

#### Sec. 14-71. Designation of responsibility.

The County Manager is authorized to designate by administrative order from time to time those persons or officials who shall be responsible for the administration and enforcement of the provisions of this chapter.

#### Sec. 14-72. Animal Control Officer

The County Manager is authorized to designate by administrative order from time to time those persons or officials who shall be responsible for carrying out the duties of the animal control officer provided for under the provisions of the State Dangerous Dog Control Law, ( O.C.G.A. 4-8-20---4-8-29 ), and those persons, organizations, entities and/or officials who shall be responsible for the seizure, care, custody, confinement, adoption and disposition of animals seized pursuant to any provision of this chapter.

#### Sec. 14-73. Assignment of duties of animal control officer to others authorized.

As an alternative to the designation of an animal control officer of the County/City, the County Manager is authorized by administrative order to assign from time to time the duties of the animal control officer to a specific official, officer or designated position of a private or public entity or organization or any other governmental entity, organization or unit pursuant to the provision of a contract with such private, public or governmental entity, organization or unit which provides for the rendering of services as animal control officer by such official, officer or designated position, subject to approval of any and all such contracts by the Board of Commissioners by resolution of such board.

#### Sec. 14-74. Existing violations.

- (a) The adoption of this chapter and the sections contained in this chapter shall not affect or abate the status of any violation of any existing ordinance of the County/City which occurred prior to the effective date of the ordinance from which this chapter derives, nor shall the prosecution, proceeding, penalty, fine or consequences, with respect to any violation of any existing ordinance of the county which supercedes any other ordinance prior to the effective date of the ordinance from which this chapter derives, be altered, effected, released, discharged or abated by the adoption of this chapter or the sections contained in this chapter.
- (b) All violations of existing ordinances of the County /City which occur prior to the effective date of the ordinance from which this chapter derives shall be determined and punished according to ordinances of the County/City existing as of the time of such violation in the same manner as if this chapter had not been adopted; provided, however, that the procedures established in this chapter with respect to the administration of this chapter shall be utilized, effective as

of the date hereof, with respect to any violation which occurs prior to the effective date of this chapter.

**Sec.14-75. Existing activities.**

The adoption of this chapter and the sections contained in this chapter shall not affect or alter the status of any then valid activity or then permissible condition which commenced or existed prior to the effective date of this chapter for so long as such activity or condition shall continue uninterrupted and unabated.

**Sec. 14-76. Enforcement; generally.**

Upon determination by the County Manager or those designated by the County Manager to administer and enforce the provisions of this chapter that there are reasonable grounds to believe that a violation of any provision of this chapter exists, then the County Manager or such designee shall be entitled to take such of the following actions, or to cause such actions to be taken, as the County Manager or such designee, in his sole discretion, shall determine to be appropriate:

- (1) Give notice to the persons responsible for the existence of such violations, such notice to state the nature and extent of the violations, the actions necessary to correct the violations, and the time limit within which remedial actions must be taken.
- (2) Suspend or revoke any or all business licenses, other licenses, permits and/or other authorizations of those responsible for such violations which license, permit or otherwise authorize any business, work or activity within the County/City.
- (3) Institute civil proceedings to effectuate remedy of the circumstances giving rise to the violations.
- (4) Cause criminal proceedings as appropriate to be brought in connection therewith.
- (5) Investigate and inspect the animal, its condition and health, its environment and premises where it is maintained including authorization to enter upon the premises of the owner or custodian thereof for the purposes of such investigation and inspection.
- (6) Cause the animal subject to such violations to be seized and held pursuant to the provisions of this chapter including entry upon property of the owner or custodian of an animal for the purpose of seizure thereof.

- (7) Take such other actions as are appropriate under the circumstances in order to obtain compliance with the provisions of this chapter consistence with applicable law and applicable resources of the County/City.

**Sec. 14-77. Rules and regulations adopted for implementation of chapter.**

The County Manager is authorized to adopt and implement rules and regulations for the administration, implementation and enforcement of the provisions of this chapter which are not inconsistent with the provisions or the purposes of this chapter, subject to the right of the Board of Commissioners to vacate any such rule or regulation within sixty (60) days following submission of such rule to the Board of Commissioners.

**Sec. 14-78. Nuisances.**

Conditions and circumstances existing or arising from the failure of those responsible therefore to comply with the provisions of this chapter shall constitute a nuisance which shall authorize both the abatement of such nuisance by the County/City pursuant to the provisions of this code and, in connection therewith, the assessment of a lien against such persons, the animal in issue, and any premises in issue for the cost of the abatement of such nuisance.

**Sec. 14-79. Policies and Procedures**

The County Manager shall from time to time adopt and implement policies, procedures, rules and regulations relative to the initiation of citizens' complaints. Determination by appropriate County/City officials of the existence of probable cause to believe that an offense under any section of this chapter has occurred can result in the issuance of a citation from the appropriate Magistrate or Municipal court of the County/City. Persons accused shall show cause before the court at a time, date and place specified therein why those so charged should not be determined to have committed such offense and be punished as provided in this chapter, subject to the right of the Board of Commissioners to vacate any such policy, procedure, rule or regulation.

**Sec. 14-80. Fees---Generally**

- (a) Any animal seized pursuant to the provisions of this chapter may be released to the owner or custodian thereof only upon the payment of a release fee as set forth in the schedule of fees, plus a daily maintenance fee as set forth in the schedule of fees and charges per day for small animals, pets and birds, and a fee as set forth in the schedule of fees charged per day for all other animals for each day, or part thereof, that the animal is confined, plus a vaccination fee, to the extent applicable, for all the unvaccinated dogs and cats set forth in the schedule of fees and charges.
- (b) Notwithstanding subsection (a) of this section, the maintenance fee for all animals subject to rabies quarantine, all animals being held as evidence in a

criminal proceeding and all potentially dangerous and dangerous dogs shall be as set forth in the schedule of fees and charges per day.

**Sec. 14-81. Fees—Confiscation of Dangerous Animals**

In addition to all other fees and charges imposed from time to time relative to the seizure, storage and maintenance of animals, owners of said animal or animals will be responsible for fees as set forth in the schedule of fees and charges that are imposed for the confiscation of dangerous dogs/animals and the confiscation of potentially dangerous dogs/animals under the provisions of the State Dangerous Dog Control Law, (O.C.G.A. 4-8-20---4-8-29), as now existing and hereafter amended.

- (1) Confiscation fee for dangerous dogs/animals -----\$250.00
- (2) Confiscation fee for potentially dangerous dogs/animals-----\$200.00

**Sec. 14-82. Fees---Registration for certain dogs.**

In addition to all other fees and charges imposed from time to time in connection with animals, fees as set forth in the schedule of fees and charges are imposed in connection with the registration of dangerous dogs/animals and the registration for potentially dangerous dogs/animals pursuant to the requirements of the State Dangerous Dog Control Law (O.C.G.A. 4-8-20—4-8-29), as now existing and hereafter amended.

- (3) Registration of dangerous dogs/animals-----\$100.00 each
- (4) Registration of potentially dangerous dogs/animals-----\$100.00 each
- (5) Registration of guard dogs-----\$ 25.00 each

**Sec. 14-83---14-90. Reserved.**

**ARTICLE V. ANIMAL CONTROL**

**Division 1. Generally**

**Sec. 14-91. Seizure----Confinement**

Upon determination (a) by those persons or officials charged with the administration and enforcement of this chapter or (b) a court of competent jurisdiction of the existence of reasonable grounds to believe that an animal located within the County/City is:

- (1) An animal at large;
- (2) A nuisance animal;

- (3) A dangerous or vicious animal;
- (4) A fighting or attack animal;
- (5) A prohibited animal;
- (6) A deprived animal;
- (7) An unvaccinated small animal pet; or
- (8) A diseased animal;

The animal shall be seized pursuant to the provisions of this chapter and confined in an animal shelter in a humane manner until the disposition thereof in accordance with the provisions of this chapter and applicable law.

**Sec. 14-92. Seizure---Tranquilization or Destruction in lieu of.**

Notwithstanding any other provision of this chapter, if any animal subject to seizure pursuant to the provisions of this chapter cannot be seized without serious danger to those attempting seizure of such animal, then any law enforcement or animal control officer, any employee of the board of health, any public health official and any other government official or employee acting within the scope of their authority is authorized to use tranquilization or tazer to facilitate seizure; or if necessary, to neutralize the animal when the destruction can be accomplished without endangering persons or other animals.

**Sec. 14-93. Seizure---Notice.**

Promptly upon the seizure of any animal pursuant to the provisions of this chapter, the owner, if known, shall be given notice of such seizure, as well as the conditions upon which the animal may be reclaimed.

**Sec. 14-94. Seizure---Limitations.**

- (a) Any animal seized pursuant to the provisions of this chapter as a nuisance animal may be reclaimed by its owner within thirty (30) days from the date of seizure by paying fees established by animal control for the seizure, maintenance, and care of such animal. Should any animal be seized as a nuisance animal more than two (2) times in any twelve (12) month period, reclamation of such animal must be handled under the provisions of subparagraph (b) below.
- (b) No animal seized pursuant to the provisions of this chapter as a nuisance animal [seized more than two (2) times in any twelve (12) month period], potentially dangerous, or dangerous/vicious animal, prior to determination by the court of such status of the animal, may be reclaimed, except to the extent otherwise specifically directed by the court, prior to determination by the court of whether or not the animal in issue is a nuisance animal or dangerous/vicious animal.
- (c) Additionally, no animal which has been determined by then court to be a nuisance animal [seized at least three (3) times in any twelve (12) month period] or dangerous/vicious animal may be reclaimed, except to the extent otherwise specifically directed by the court, prior to:



- (1) Detention of the animal for such period of time, not exceeding 30 days in duration from the date of seizure, as may be directed by the court.
- (2) Execution of a statement by the owner or custodian responsible therefore accepting and agreeing to comply with such conditions, limitations, prohibitions and/or restrictions, as may be imposed by the court relative to the animal including, but not limited to, temporary or permanent banishment of the animal from the County/City; and
- (3) Satisfaction of all conditions for reclamation set forth in section 14-97.

**Sec. 14-95. Seizure---Prohibited animals.**

No animal which is a prohibited animal pursuant to the provisions of this chapter and which has been seized pursuant to the provisions of this chapter shall be subject to reclamation by the owner or custodian thereof, such animal shall be conclusively deemed to be contraband and to have been abandoned and forfeited, and shall be disposed of pursuant to the provisions of this chapter and any other applicable law.

**Sec. 14-96. Seizure ---Restricted.**

No animal seized pursuant to this chapter and with respect to which proceedings involving any alleged violation of O.C.G.A. 16-12-4, 4-11-10, sections 14-31 and 14-32, or any other statute, law or ordinance prohibiting the inhumane care or treatment of animals or requiring the humane care or treatment of animals are then pending may be reclaimed by the owner or any custodian thereof prior to the final disposition of such proceedings.

**Sec. 14-97. Seizure---Conditions of Release**

Conditions for the release to the owner or custodian of any animal seized pursuant to the provisions of this chapter shall include:

- (1) Payment of all fees, charges, and costs attributed to the seizure, care and confinement of the animal;
- (2) Payment of all costs and fines assessed by the court of the County/City relative to the animal;
- (3) Satisfaction of all conditions, limitations, prohibitions and restrictions relative to the animal as may be imposed by court of the County/City;
- (4) Execution of a statement by the owner or custodian responsible therefore that the conditions giving rise to the seizure of the animal have been remedied and/or will not be repeated; and
- (5) Obtaining of any required rabies vaccination and required rabies tags and be neutered.



**Sec. 14-98. Forfeiture---Failure to reclaim.**

An animal seized pursuant to this chapter which is not reclaimed pursuant to the provisions of this chapter by the owner or custodian within five days of the date of the giving of notice of seizure of the animal, or within five days following the date the animal is eligible for reclamation if the animal cannot be immediately reclaimed, shall be conclusively deemed to have been abandoned and forfeited by the owner and shall thereafter be disposed of pursuant to the provisions of this chapter.

**Sec. 14-99. Forfeiture---Repeated violations**

An animal seized pursuant to the provisions of this chapter for the same reason or the same violation of this chapter on more than two occasions during any 12-month period of time shall be conclusively deemed to have been abandoned and forfeited by the owner and, following seizure for the third such violation within any 12-month period, shall be disposed of pursuant to the provisions of this chapter.

**Sec. 14-100. Forfeiture---Inhumane treatment.**

The owner of an animal seized pursuant to this chapter and which is the subject of an alleged violation of O.C.G.A. 16-12-4, 4-11-10, section 14-31, section 14-32, or any other statute, law or ordinance requiring humane treatment of animals, who shall plead guilty or nolo contendere to any such offense or who shall be found guilty thereof shall be conclusively deemed thereby to have abandoned and forfeited the animal with the animal thereafter being disposed of pursuant to the provisions of this chapter.

**Sec. 14-101. Forfeiture---Violation of conditions.**

- (a) The failure of the owner or custodian of any animal which has been seized pursuant to the provisions of this chapter to have strictly and promptly complied with any condition, limitation, prohibition or restriction imposed with respect to the animal by the court, pursuant to the provisions of this chapter, shall be conclusively deemed to constitute abandonment and forfeiture of the animal with the animal thereafter being disposed of pursuant to the provisions of this chapter.
- (b) The failure of the owner/custodian of any animal which has been seized pursuant to the provisions of this chapter to strictly comply with any condition, limitation, prohibition or restriction imposed with respect to the animal by the court or pursuant to the provisions of sections 14-94 or 14-97, shall be conclusively deemed to effectuate the abandonment and forfeiture of the animal by the owner and any custodian thereof with the animal thereafter being disposed of pursuant to the provisions of this chapter.

**Sec. 14-102. Surrender of unwanted animals.**

- (a) Any owner or custodian of any animal which is not wanted or who desires to dispose of any animal may do so by surrender of the same to the animal control officer of the County/City, his designees, or to the animal shelter designated therefore, subject to such limitations, rules, regulations and charges relative thereto as shall be adopted from time to time by the County. Limitations, rules, regulations and charges shall be subject to rejection or modification thereof by the Board of Commissioners within 30 days following submission by the County Manager.
- (b) All animals so surrendered shall be conclusively deemed abandoned and forfeited by the owner and shall be disposed of pursuant to the provisions of this chapter.

**Sec. 14-103. Adoption.**

- (a) Except to the extent otherwise provided in this section, prior to any other disposition, all seized animals and all animals surrendered pursuant to the provisions of this chapter shall first be offered for adoption pursuant to such policies, procedures, rules and regulations relative thereto as shall be adopted from time to time by the County Manager.
- (b) The provisions of this section shall not apply to any animal which, by virtue of its disposition, nature, breed or species, is deemed to be an inappropriate candidate for adoption.

**Sec. 14-104. Neutering.**

All dogs and cats that are adopted pursuant to the provisions of section 14-103 shall first be neutered with all charges and fees therefore to be paid by the adopting owner.

**Sec. 14-105 Disposal of Abandoned & Forfeited Animals.**

All seized animals which have been abandoned and forfeited, have been surrendered pursuant to the provisions of this chapter shall be disposed of by adoption or other humane manner, preferably by euthanasia, pursuant to such policies, procedures, rules and regulations as shall be adopted from time to time by the County.

**Sec. 14-106---14-120. Reserved.**

## ARTICLE V. BOARD OF ANIMAL CONTROL

### Sec. 14-201. Creation.

There is established by the Tift County Board of Commissioners, the Tifton City Council, the Omega City Council and the Ty Ty City Council an Animal Control Board of the County/City, [hereafter the "Board"].

### Sec. 14-202. Purpose of Board.

The purpose of the Board shall be to hear and determine matters submitted to the Board pursuant to the state Dangerous Dog Control Law (O.C.G.A. 4-8-20---4-8-29), and to determine such other matters as shall be provided from time to time by ordinance of the County/City.

### Sec. 14-203. Membership

The Board shall consist of three members and one alternate board member to serve when any board member cannot serve. The Board of Commissioners of Tift County shall appoint members of the board who shall be residents of the County and the City. The term of office of each member position of the board shall be on a calendar year basis for a three (3) year period with members subject to removal with or without cause by a majority vote of the Board of Commissioners of Tift County prior to the end of their term of office. The initial appointments of the Board shall be accomplished in such manner as to provide for three (3) year staggered terms. Initial appointment for one (1) member and alternate shall be for one (1) year. Initial appointment for one (1) Board Member shall be two (2) years. The initial term for one (1) Board Member shall be three (3) years. Thereafter, all terms shall be for three (3) years.

### Sec. 14-204. Compensation.

Members of the Board shall receive no compensation for their services.

### Sec. 14-205. Meetings.

Meetings of the Board shall be held from time to time as necessary for the Board to perform its duties and responsibilities. All meetings of the Board shall be open to the public and shall be held in accordance with the requirements of state law relative to open public meetings.

### Sec. 14-206. Disqualification of members.

- (a) No member of the Board shall participate in connection with any hearing or any decision involving classification or nonclassification pursuant to the provisions of the state Dangerous Dog Control Law with respect to any dog of which the member has a personal knowledge, other than as a member of

the Board, with such member being disqualified from participating with such matter.

- (b) Should any member of the Board have any personal or financial interest or relationship with respect to any animal, owner, matter or issue pending before the Board or otherwise be closely associated with any animal, owner, matter or issue pending before the Board, then such member should declare a conflict of interest in connection with such matter or issue.
- (c) Any member of the Board shall be entitled to raise a question of a potential disqualification of any other member who has not disqualified himself whereupon, following such consideration as the Board shall deem appropriate, the Board shall determine by the majority vote of those members (3 members and 1 alternate) who are not subject to potential disqualification in connection with such matter or issue whether each such member is or is not disqualified.

**Sec. 14-207. Duties and responsibilities.**

- (a) The Board shall hear and determine such issues and matters as it shall be authorized from time to time by law or by ordinance of the County/City, including specifically determination of matters provided in O.C.G.A. 4-8-24 and other provisions of the state Dangerous Dog Control Law as now enacted and subsequently amended from time to time.
- (b) The Board shall have such additional duties, responsibilities and powers as shall be specifically provided from time to time by ordinance adopted by the Board of Commissioners.

**Sec. 14-208. Rules and regulations**

The Board shall recommend such rules, policies, procedures and regulations for the transaction of its business and for consideration and determination of issues and matters before the Board as it deems necessary, subject to prior approval by the County Manager.

**Sec. 14-209. Selection of chairman and vice-chairman.**

The Board shall select from among its members a chairman who shall preside at meetings and hearing of the board and vice-chairman who shall preside at meetings and hearings of the board in the absence or disqualification of the chairman.

**Sec. 14-210. Secretary of Board---Designation.**

The secretary of the Board shall be such person or official as shall from time to time be designated by the Board chairman to perform the functions of secretary of the Board.

Sec. 14-211. Same---Duties.

The secretary of the Board or his designee shall:

- (1) Prepare and conduct all correspondence of the Board;
- (2) Receive and file all correspondence to the Board;
- (3) Receive and file all requests for hearings before the Board and other applications;
- (4) Receive and file all transmittals to the Board from the animal control officer and other public officials;
- (5) Review and evaluate all requests, applications and filings to and with the Board for compliance with the rules and regulations of the Board and notify those filing the same of any noncompliance therewith;
- (6) Following consultation with the chairman and to the extent necessary the other members of the Board, schedule hearings and meetings of the Board in accordance with applicable laws and ordinances and the rules and regulations of the Board;
- (7) Prepare and maintain a calendar and docket of proceedings before the Board;
- (8) Prepare and submit to members of the Board at least 24 hours prior to a scheduled hearing an agenda therefore, as well as copies of all requests and other filings made in connection with each such proceedings;
- (9) Determine all notices to be given in connection with proceedings before the Board and cause such notices to be given to those entitled thereto;
- (10) Attend all meetings and hearings of the Board;
- (11) Retain and maintain all evidence presented in connection with matters before the Board;
- (12) Prepare and maintain minutes of proceedings of the Board indicating therein all significant information, matters and facts pertaining thereto. Including specifically all motions, votes and decisions of the Board, Together with the vote of each member upon each such motion, vote and decision including those absent, disqualified or failing to vote thereon with such other matters as shall be pertinent to the activities of the Board;
- (13) Retain and maintain all minutes, records, files and notices of the Board;
- (14) Maintain a minutes book of the Board in which shall be recorded by date, Owner and animal and record of the decision of the Board;
- (15) At hearings before the Board attempt to obtain the name and address of all Persons, who shall present any evidence, testimony or opinions, make any Statement to the Board or present any argument in connection with matters before the Board;
- (16) Obtain transcriptions of hearings before the Board upon the direction of the Chairman of the Board and the approval of the County Manager.
- (17) Notify those persons entitled thereto of decisions of the Board; and
- (18) Perform such other duties with respect to the activities of the Board as shall be directed from time to time by the board and approved by the County Manager.



**Sec.14-212. Authority.**

The Board shall have no authority or power other than as specifically provided from time to time by law or by ordinance and, without limiting the generality of the foregoing, shall have no authority, right or power to expend any funds, to direct the activities of any employee or official of the County/City, except solely the secretary of the Board, if applicable, and then only to the extent specifically provided in this division, or to contract for or on behalf of either itself or the County/City.

**Sec. 14-213. Legal assistance.**

The County/City attorney shall be the legal advisor and representative of the Board and shall render such legal assistance to the Board as shall be necessary.

**Sec. 14-214. Transmittal of record.**

Promptly upon the filing of any request for a hearing pursuant to the provisions of the state Dangerous Dog Control Law, and in no event later than seven days thereafter, the animal control officer shall transmit to the secretary of the Board all documents and records (or complete copies thereof certified by the animal control officer) of the animal control officer relative to the dog in issue and the owner of the dog in issue.

**Sec. 14-215—Repealer.**

The adoption of this ordinance shall serve to repeal all animal control ordinances in place at the time of adoption as well as any terms or provisions of other ordinances of the county and cities inconsistent with this ordinance.

**Sec 14-216---14-235 Reserved.**

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

**Instructions:**

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

County: TIFT Service: BUSINESS LICENSE

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.):  
CITY OF TIFTON, CITY OF TY TY, CITY OF OMEGA, TIFT COUNTY

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
TY TY	GENERAL FUND
OMEGA	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
NONE		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



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

**Instructions:**

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

County: TIFT Service: DEVELOPMENT SUPPORT 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.): TIFT COUNTY

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

*Local Government or Authority:*

*Funding Method:*

TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
CITY OF TY TY	GENERAL FUND
CITY OF OMEGA	GENERAL FUND

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

DEVELOPMENT SUPPORT SERVICES WILL PROVIDE, CODE ENFORCEMENT, BUILDING INSPECTIONS AND BUILDING PERMITTING, AND PLANNING & ZONING COUNTY WIDE WITH THE EXCEPTION THAT THE CITY OF TY TY AND CITY OF OMEGA WILL ADMINISTER THEIR OWN PLANNING & ZONING.

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:*

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
DEVELOPMENT SUPPORT SERVICES	TIFT COUNTY/CITY OF TIFTON/CITY OF TY TY/CITY OF OMEGA	CONTINUING

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

INTERLOCAL AGREEMENT RESOLUTION #2005-023

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER

Phone number: 229-391-3881

Date completed: 7/17/08

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

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

JIM CARTER, COUNTY MANAGER 229-386-7855

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2005- 023

[Resolution Regarding Interlocal Agreement for the  
Cooperative Provision of Services – Development Support Services]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA,  
AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR  
THE COOPERATIVE PROVISION OF SERVICES.**


*WHEREAS*, the City of Tifton and Tift County, Georgia, have previously entered into the Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually beneficial discussions begun under House Bill 489; and

*WHEREAS*, the City and County continue to seek the identification of opportunities to eliminate duplicative services and increase the efficiency of service delivery to the citizens and taxpayers of the City and County; and

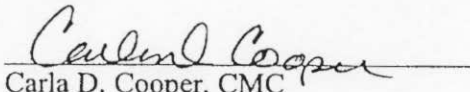
*WHEREAS*, the City and County are authorized to provide such services through the vehicle of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983, Article IX, Section III, paragraph 1.

NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton, acting through the Tifton City Council that the City enter Addenda No. 10 [Development Support Services] with Tift County, Georgia to the hereinabove set forth omnibus Interlocal Agreement and attached hereto as *Exhibit A*, and incorporated herein by reference, and that the City Manager of the City of Tifton is authorized to execute such agreement with the County Manager of Tift County, Georgia.

Read and passed at a joint meeting of the City Council of the City of Tifton and the Board of Commissioners of Tift County, Georgia held on June 30, 2005.

  
Paul O. Johnson  
Mayor, City of Tifton

Attest:

  
Carla D. Cooper, CMC  
City Clerk

## **ADDENDA NO. 10 [DEVELOPMENT SUPPORT SERVICES]**

To that certain Interlocal Agreement between the City of Tifton and Tift County dated January 12, 1999.

In a continued effort to increase efficiencies and economies for the citizens and taxpayers of both local governments, the City of Tifton (the "City") and Tift County (the "County") have reached an agreement with regard to the location, staff management and funding of all code enforcement matters, the issuance of permits, building inspection and planning and zoning (collectively referred to as "development support services"). Effective July 1, 2005, the respective development support services functions shall be combined and performed jointly as follows:

1. Location: All development support services shall be jointly located in the County Administration Building or such other location as may be agreed upon by the parties.

2. Personnel: All development support services will be performed by persons employed by the County. Four City positions in code services will be transferred to the County, two of which are currently existing and two of which are vacant. The City Manager shall be authorized to initiate the disciplinary process with respect to any employee involved in these functions should performance with regard to City matters be unacceptable. The employees shall be equally responsible to the City Manager and to the County Manager insofar as executing the respective City and County development support functions. On a day-to-day basis, the employees will be subject to the supervision of the County Manager. The employees of this department shall receive payroll checks from Tift County and shall be covered by Tift County employee benefit plans and shall be subject to Tift County personnel policies and applicable certification standards. The County agrees to provide any information requested by the City Manager regarding the County's provision of development support services. Should the City Manager request a change of procedure or operations, such request shall be directed to the County Manager.

3. Budgets: All development support services functions shall require budget approval from both the City and the County and shall be paid by the County, with contribution from the City, as follows:

- (a) Operations shall be funded 60% by the County and 40% by the City after all fees generated by development support services have first been applied; and



(b) Capital expenditures shall be funded 50% by the County and 50% by the City.

The funds to be provided by the City for these services shall be paid from revenues derived from taxpayers of the City of Tifton. The funds to be provided by the County for these services shall be paid from revenues derived from a special tax district comprised of the unincorporated areas of the County [or a special tax district comprised of the unincorporated portions of Tift County together with the cities of Omega and/or Ty Ty].

The County shall provide to the City Manager a statement of the County's expenditures for development support services on a monthly basis, together with such other and further information as may be reasonably requested by the City Manager with regard to items contained in the budget for development support services and in the invoices for actual expenses incurred. Payment pursuant to invoices shall be due from the City within twenty (20) business days from the date of receipt.

The County Manager will present to the City Manager the County's budget for development support services on or before April 1st of each year; allowing adequate time for review and discussion prior to the adoption of the respective budgets of the City and County occurring on July 1st of each year. Should the City Manager question the appropriateness of the inclusion of any amount in the County budget [such as capital expenditures, etc.] during the term of this agreement, the City Manager shall address such concerns to the County Manager. Any objections to the budgeted figures which cannot be resolved by the County Manager and the City Manager will be referred to the Service Delivery Coordinating Committee for resolution.

4. Enforcement: All enforcement issues arising from within the City shall be presented to the Municipal Court of the City of Tifton for resolution. All enforcement issues arising from the unincorporated portions of the County or the Cities of Omega and Ty Ty shall be presented to the Magistrate Court of Tift County for resolution.

The records of the Development Support Services Department will be open for examination by the parties at all reasonable times, and the following reports will be made regularly:

- (a) Monthly budget report [to be submitted monthly to the City Manager];
- (b) Monthly general activity reports;
- (c) Annual reports of operations and activity;
- (d) Annual briefings of the Service Delivery Coordinating Committee; and
- (e) Such special reports as may be reasonably requested.

5. Ownership of Property: Should this Agreement be terminated, ownership of any equipment and capital improvements shall be distributed as follows:

- (a) All property contributed to this joint service by either governmental entity shall be returned to such government.
- (b) All property acquired under this Agreement shall be distributed on a 60/40 County/City basis with regard to equipment and on a 50/50 basis with regard to capital improvements. If division is impracticable, such property shall be sold and the proceeds divided proportionately on either the basis of 60/40 or 50/50 depending upon the type of property to be distributed.

6. Implementation: Strategic planning concerning the provision of services anticipated by this agreement shall be joint and cooperative between the City and the County. It is the goal of the City and the County to coordinate all applicable ordinances and fee schedules so as to achieve identical ordinances and fee structures [so far as possible] to establish a convenient and efficient "one stop shop" for citizens needing code services. Operations of all development support services throughout Tift County shall be coordinated by and managed through the County Manager. The City Council and County Commission shall retain all authority to rule on applications for rezoning and adoption of or revision to ordinances that come before their respective bodies.



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: E-911

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.): TIFT COUNTY

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

*Local Government or Authority:*

*Funding Method:*

TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND

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

NO CHANGE NECESSARY

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:*

911 AGREEMENT	TIFT COUNTY/CITY OF TIFTON	CONTINUING

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

NONE NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

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

JIM CARTER, COUNTY MANAGER 229-386-7855

AGREEMENT

STATE OF GEORGIA

COUNTY OF TIFT

This agreement made and entered into this 9<sup>th</sup> day of December, 1996, by and between TIFT COUNTY, by and through its Board of Commissioners, hereinafter referred to as "Tift County" or "the County", and the CITY OF TIFTON, by and through its Board of Commissioners, hereinafter referred to as "Tifton" or "the City":

WITNESSETH THAT:

WHEREAS, the parties hereto are desirous of implementing O.C.G.A. Section 46-5-120, *et. seq.* relating to a state wide emergency telephone number 911 system plan, and;

WHEREAS, the parties hereto are desirous of insuring that all citizens of Tift County and Tifton receive emergency service in time of need, and;

WHEREAS, the combined efforts of Tifton County and Tifton would permit cost savings in the delivery of emergency services to citizens of each government;

NOW, THEREFORE, the parties agree as follows:

1. The various emergency and law enforcement agencies and officials within Tift County and Tifton will receive emergency telephone calls relating to public safety including but not limited to Emergency Medical Services, Sheriff's Department, Police Department, and Fire Departments and other calls relating to public safety as may be established by agreement or by amendment to this agreement at an emergency answering center to be established by Tift County at the Tift County Law Enforcement Complex located at 500 Morgan Drive in the City of Tifton, Georgia, which shall be referred to as "answering center."

2. The service to be established shall provide emergency and non-emergency call answering services for law enforcement, fire and emergency medical agencies of Tift County and Tifton 24 hours per day, seven days per week, all days each year. Emergency calls shall be dispatched immediately by E-911 for all emergency agencies. Non-emergency calls shall be transferred by E-911 to the appropriate agency, or shall be otherwise handled as agreed upon by E-911 and the appropriate agency.

3. Tift County and the City of Tifton shall hold joint interest in the title to the equipment and furnishings of the answering center. Tift County shall maintain custody and control of the equipment and furnishings of the answering center and provide necessary insurance thereon, said insurance to be treated as an operating expense of the answering center.

4. Tift County and Tifton shall establish a 911 Advisory User Board, hereinafter referred to as "Board", composed of the following:

- a. Tift County Sheriff;
- b. Chief of City of Tifton Police Department;
- c. Chief of City of Tifton Fire Department;
- d. Tift County Emergency Management Director, who shall also represent the Tift County Volunteer Fire Departments;
- e. Director of Tift County Emergency Medical Service;
- f. Chief of City of Omega Police Department;
- g. E-911 Director, hereinafter referred to as "Director";
- h. Tift County Administrator;
- i. City Manager of City of Tifton.



The Board shall advise the County and the City regarding policies and guidelines that are necessary and shall meet not less than quarterly. The Board shall assist the County and the City and the Director regarding operation of the E-911 system. The Board shall supply such technical information and direction as may be necessary to enable the County and the City and the Director to reach reasonable and proper decisions regarding the efficient operation of the E-911 system within Tift County and the City of Tifton.

The Board shall review and recommend the annual budget for the operation of the E-911 service, and shall have authority to propose, review and recommend operating policies and procedures of the service.

5. Tift County shall designate the director of the E-911 service, and any deputy or assistant director(s), who shall report to and be responsible to the County Administrator. The director shall assist in the preparation of the specifications regarding equipment and the preparation of the site of the answering center. Any successor Director shall be recommended by the Board to the County Administrator, who will forward a nomination to the Board of Commissioners of Tift County, which such nomination may or may not be as recommended by the Board, and approved by the County. Employees of the E-911 service other than the director and any deputy or assistant director(s), shall be hired by the County, based upon the following procedure:

- a. The Board shall review applications/resumes following the last date for receiving such applications/resumes, and may make a recommendation to the Director;

- b. The Director shall have authority to select such employee(s) without further review, provided that the position for which hiring is done is a budgeted position. If such position is not provided in the County's annual budget, then the Director shall recommend to the County Administrator the addition of such position, and the County Administrator may then make recommendation to the Board of Commissioners that the position be added by amending the annual budget, or may determine that such position is not necessary and delay any such action until preparation of the succeeding annual budget.

All employees shall be trained in accordance with the program initiated by the director and approved by the County. Employees of the E-911 answering center shall be considered employees of Tift County and, as such, shall be subject to supervision by Tift County officials and the personnel policies of Tift County.

Any persons who are employees of the City of Tifton prior to the initiation of the E-911 service who become employees of E-911 shall become employees of Tift County. The following provisions shall apply to such employees who transfer from City service to County service:

- (a) The City of Tifton and Tift County shall make appropriate arrangements to protect the interests of such employees who may be vested in the City's pension program;
- (b) The City of Tifton shall pay such employees for any earned and accumulated annual leave according to such arrangements as the City of Tifton shall make;

(c) Tift County shall honor any earned and accumulated sick leave such employees may have at the time of transfer to the County service;

(d) Any other provisions that may apply to such employees as may be made and agreed upon by the City and the County.

6. The answering center shall be located at such location as is designated by Tift County.

7. All costs for operating and maintaining the answering center including recurring costs associated with recorders and telephone line equipment, salaries and benefits, employee training and related expenses, repairs and modification of the answering site, publicity expenses, and other expenses set forth within the budget approved by Tift County that shall not be covered by the funds collected from the service charge paid by telephone users shall be paid by Tift County and the City of Tifton on an equal basis, i.e., each government shall pay one-half of all such charges. Payments to be made by each government shall be made to cover the expenses of the previous month on or before the 15th day of each month. Likewise, credits shall be given to each government if funds collected shall exceed operating costs. All purchases and contracts for the purpose of operating the answering center shall be maintained in the name of Tift County and any equity or obligation that may accrue regarding same shall be shared equally as set forth hereinabove.

8. Tift County and the City of Tifton agree that either party may terminate this agreement without the agreement of the other upon giving written notice at least twelve (12) months in advance of the date set for termination.

9. All gifts or grants in furtherance of the purpose of the answering center shall be in the name of Tift County and shall be used for the purpose of reducing the overall operating costs of the answering center.

10. All applications or claims for federal and/or state aid for the operation of the answering center shall be made by Tift County. Any such aid secured shall be used for the purpose of reducing the overall operating costs of the answering center.

11. All funds, payments and disbursements on behalf of the answering center shall be strictly accountable to the County, whose annual audit shall include an audit of the answering center. Copies of the audit shall be available to the City of Tifton.

12. This agreement may be wholly or partially amended by majority vote of the Tift County Board of Commissioners and the City of Tifton Board of Commissioners.

13. Each party agrees that the transmitting location for radio signals (tower location) shall be selected so that the location shall serve the entire portion of Tift County and the City of Tifton.

14. The Board and/or the director, with prior approval of Tift County and the City of Tifton, shall have the right to enter into negotiations with surrounding counties regarding provision of emergency answering services; however, approval of any agreement with a county shall only be effective upon approval by Tift County and the City of Tifton.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on or before  
the date above written.

TIFT COUNTY

BY: [Signature]  
Title: Chairman

ATTEST: [Signature]  
Title: Clerk

Signed, sealed and delivered  
in the presence of:

[Signature]

[Signature]  
Notary Public: Tift County, GA  
MARGARET C CARTER  
Notary Public, Tift County, Georgia  
My Commission Expires January 12, 1997  
(AFFIX SEAL)

CITY OF TIFTON

BY: [Signature]  
Title: City manager

ATTEST: [Signature]  
Title: City Clerk

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

W. LAYNE F. JORDAN  
NOTARY PUBLIC, TIFT COUNTY, GEORGIA  
MY COMMISSION EXPIRES OCT. 17, 1999  
Notary Public: Tift County, GA  
My Commission Expires: \_\_\_\_\_  
(AFFIX SEAL)

CITY OF TIFTON, GEORGIA

RESOLUTION NO. 96-47

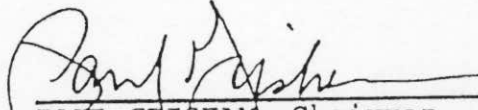
A Resolution of the City Commission of the City of Tifton, Georgia, approving an Agreement between the Tift County Board of Commissioners and the City of Tifton for the operation of an E-911 service.

WHEREAS, the combined efforts of Tift County and the City of Tifton would permit cost savings in the delivery of emergency services to citizens of each government, and


WHEREAS, said agreement sets out the terms and conditions of such operation, and

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Tifton, Georgia in a meeting duly assembled, and IT IS HEREBY RESOLVED by authority thereof authorizing City Manager Charles H. Howell to enter into an Agreement with Tift County for same.

RESOLVED this the 4th day of December, 1996.

  
\_\_\_\_\_  
PAUL GRISHAM, Chairman  
Tifton City Commission

ATTEST:

  
\_\_\_\_\_  
ELOISE H. SCARBOROUGH, CMC  
Tifton City Clerk





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

**Instructions:**

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

**County:** TIFT

**Service:** EMA

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.): TIFT COUNTY

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes    No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
NONE		

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 NECESSARY

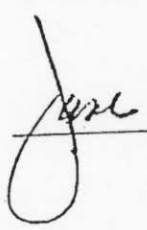
7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855

INTERLOCAL AGREEMENT FOR  
EMERGENCY AND DISASTER MANAGEMENT

GEORGIA, TIFT COUNTY



THIS AGREEMENT made and entered into this 21<sup>st</sup> day of  
2004, by and among:

**CITY OF TIFTON, GEORGIA**, a municipal corporation  
organized under the laws of the State of Georgia, hereinafter  
"Tifton";

and

**CITY OF OMEGA, GEORGIA**, a municipal corporation  
organized under the laws of the State of Georgia, hereinafter  
"Omega";

and

**CITY OF TY TY, GEORGIA**, a municipal corporation  
organized under the laws of the State of Georgia, hereinafter  
"Ty Ty";

and

**TIFT COUNTY, GEORGIA**, a political subdivision of the  
State of Georgia, hereinafter "Tift County";

**WITNESSETH:**

WHEREAS, the local governments that are parties to this agreement have adopted a revised Emergency Management Ordinance which anticipates creation of an Emergency Management Agency to facilitate cooperative and multi-jurisdictional response by Tifton, Omega, Ty Ty and Tift County [collectively the "local governments"] in case of an emergency, disaster or threat to homeland security through a joint emergency management organization providing training to and coordination of various emergency, law enforcement, public safety and public service agencies, departments and organizations;

WHEREAS, the local governments have agreed on a structure for joint training for and management of emergency and disaster situations; and

WHEREAS, the parties desire to memorialize their agreement concerning this emergency management plan through this writing.

NOW THEREFORE the parties agree each with the other as follows:

1. Structure: A director of the newly created Emergency Management Agency [EMA] shall be appointed by the Board of Commissioners of Tift County. The Emergency Management Agency shall be a joint agency participated in by all local governments. For purposes of coordination, planning, training and execution, an EMA advisory board shall be established. Membership of this advisory board shall include representatives or designees from all local governments, agencies or other entities whose purpose is to provide essential services in case of disaster or emergency. The advisory board shall include, but not be limited to, representatives or designees of the following entities:

- Georgia Forestry Commission
- Tift County Board of Education
- Georgia State Patrol
- American Red Cross
- Georgia Department of Transportation
- Public Works Departments of all local governments
- Tift County Health Department
- Tift County Sheriff's Department
- Police Departments from Cities of Tifton, Omega & Ty Ty
- Tift County Regional Hospital
- Tift County Emergency Medical Services
- CityNet
- Mediacom
- Fire Department

Together with such other organizations as are determined by the director to be necessary for effective, comprehensive and coordinated training, planning and execution during declared emergencies or disasters.

2. Declaration of Emergency: In the event of a man made or natural disaster, actual enemy attack upon the United States or any other emergency which may affect the lives and property of the citizens of Tift County and the cities contained therein the Mayor of the City of Tifton, Georgia acting jointly with the Chairman of the Board of Commissioners of Tift County, Georgia [or either acting alone if the other is unavailable] shall have the authority to determine that an emergency or disaster exists and on that basis declare an emergency and initiate the procedures as described in the EMA written protocol and shall have and may exercise for such period as such emergency or disaster exists the following powers:

- (a) to enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources to the extent anticipated by the EMA written protocol;
- (b) to cease or take for temporary use, any private property for the protection of the public;
- (c) to sell, lend, give or distribute all or any such property or supplies among the inhabitants of Tift County and to maintain a strict accounting of property or supplies distributed and for funds received for such properties or supplies; and
- (d) to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well being of the inhabitants of Tift County.

The City Manager and County Manager shall jointly develop a protocol authorizing persons therein named to exercise powers therein stated as appropriate to deal with emergencies or disasters which may not require full mobilization of all emergency resources of Tift County or the cities contained therein. The director shall coordinate the actions of all involved personnel under the provisions of such detail, written responsive protocol which shall become operative upon the declaration of an emergency or disaster. Upon resolution of any emergency or disaster the director of EMA shall declare an end to such emergency or disaster, at which time the chain of command shall revert to that in place prior to such declaration. Any declaration of emergency shall trigger the activation of the emergency operation center with its accompanying functions.

3. Facilities: An emergency operation center will be established. The EMA shall be housed in such facility; and EMA personnel shall develop a list of all necessary equipment to outfit such emergency operation center so as to serve as a base of coordination in case of emergency or disaster.

4. Function: The staff of the emergency management agency will undertake to implement goals with regard to emergency management and preparedness set forth in the resolution adopted by all local governments. The agency will develop a plan for training necessary personnel and designing programs for public education and information. Pursuing these goals, the director shall pursue all available financing from state and federal agencies available to local governments for the purpose of implementing this emergency management program in connection with the Homeland Security initiative of the state and federal governments.

5. Training: The Advisory Board will formulate a training program designed to prepare all participating entities for coordinated response under a single chain of command in the face of a declared emergency or disaster. Such program shall be designed to promote necessary preparation for coordinated response in case of disaster or emergency. Entities of the advisory board shall designate key personnel to participate in the training.



program to be designed and implemented through EMA with the goal of coordinated response of all agencies providing emergency services.

6. Staffing: The director, working with the Advisory Board, will develop a proposed schedule of staffing necessary to undertake the responsibilities assigned to the EMA. This proposed staffing, together with plans for its implementation, will be presented to the councils of the cities of Tifton, Omega, and Ty Ty and the Board of Commissioners of Tift County for approval. The participating local governments will cooperate with the EMA by providing appropriate training time of personnel of such local government as will promote coordinated response in case of an emergency or disaster.

7. Budgeting: The director will establish a proposed budget to cover the necessary initial staffing expenses as well as equipment and supply purchases required to begin operations of the EMA. This budget will be presented to the government bodies of the respective local governments for approval. Thereafter on an annual basis a proposed budget outlining all operating expenses and any required capital purchases will be prepared and provided to the participating local governments each respective year that this agreement is in force in a timely fashion that accommodates the budgeting process. The County Manager and the City Manager must approve the county's budget for fire protection and suppression on an annual basis.

8. Term: The term of this agreement shall begin upon approval by the City Councils of the Cities of Tifton, Omega and Ty Ty and the Tift County Board of Commissioners and shall extend for a period of three (3) years. Upon the expiration of each respective three (3) year term, the agreement shall continue unless any participating government provides notice in writing to all other parties to this agreement of its election not to participate upon the expiration of the then existing term.

9. Management Control: All services anticipated by this agreement shall be provided through and by the Emergency Management Agency; and the director shall report to the Tift County Manager. The City Manager or Mayor of the respective cities participating in this agreement shall address any questions concerning the provision of emergency management services to the County Manager; or, should the County Manager direct, directly to the EMA director. The EMA Director be equally responsible to the County Manager, Mayors and to the County Manager insofar as executing the respective City and County emergency and disaster management functions. On a day-to-day basis, the Director will be subject to the supervision of the County Manager. The employees of the Emergency Management Agency will receive payroll checks from Tift County and shall be covered by Tift County's employee benefit plans and shall be subject to Tift County's personnel policies. The County's personnel policies will also allow the City Manager of the City of Tifton or the Mayor of participating cities to initiate the disciplinary process with respect to any person employed with the Emergency Management Agency so long as this agreement is in force. The County agrees to provide any information requested by participating cities regarding the County's provision of emergency and disaster management services. Sho



the City Manager or Mayor of any participating city request a change of procedure or operations, such request shall be directed to the County Manager. Any problems or objections registered by the City Manager or Mayor with the County Manager that are not resolved by those parties shall be presented to the Service Delivery Coordination Committee for resolution.

10. **Cost Participation:** The parties agree that the City of Tifton will pay to the County for emergency and disaster management services an amount equal to fifty percent (50%) of the County's actual expenses incurred in the provision of such services. The County shall invoice the City of Tifton on a monthly basis for one half (1/2) of services incurred during the term of this agreement beginning July 1, 2004. The City shall pay such invoices on or before the twentieth (20<sup>th</sup>) business day following receipt. The County shall provide to the participating cities a copy of the County's budget for emergency and disaster management services, together with such other and further information as may be reasonably requested by the participating cities with regard to items contained in the County's budget. Further, during the term of this agreement, the Emergency Management Director shall maintain:

(a) a register of all apparatus and equipment owned by or leased to the participating local governments and assigned to the Emergency Management Agency, identifying the owner of such property and reflecting its current value; and

(b) a five year capital replacement and improvement plan for the Emergency Management Agency [addressing equipment and buildings]. This plan will be updated annually and shall be incorporated in the annual report to the participating Cities, the County and the Service Delivery Coordinating Committee.

The records of the Emergency Management Agency will be open for examination by the parties at all reasonable times, and the following reports will be made regularly:

(a) quarterly budget report [to be submitted quarterly to the participating cities];

(b) quarterly general activity reports;

(c) annual reports of operations and activity;

(d) annual briefings of the Service Delivery Coordinating Committee; and

(e) such special reports as may be reasonably requested.

Should the City Manager or the Mayor of participating cities question the appropriateness of the inclusion of any amount in the County budget [such as capital expenditures, etc.] during the term of this agreement, the Mayor or City Manager shall address such concerns to the County Manager. Any objections to the budgeted figures which cannot be resolved by the County Manager, the City Manager or Mayor of the participating cities will be referred to the Service Delivery Coordinating Committee for resolution.

The funds to be provided by the City of Tifton for emergency and disaster management services shall be paid from revenues derived from residents of the City of Tifton. Contributions from the County and the Cities of Omega and Ty Ty to the cost of provision of emergency and disaster management services shall be allocated to a special tax district comprised of the unincorporated portions of Tift County together with the cities of Omega and Ty Ty.

11. **Overall Supervision:** The Service Delivery Coordinating Committee shall meet on a regularly scheduled monthly basis and shall serve as the overview group through which the local governments' coordination and cooperation will take place to assure the effective and efficient delivery of emergency management services, as well as to provide a body for the resolution of any disputes concerning the provision of such services. A membership on the SDCC is equally comprised of delegates of the City of Tifton and Tift County, a majority vote of the SDCC is required to resolve any matter brought before the SDCC by any participating City or the County for approval.

12. **Property:** The ownership of all buildings, equipment or other properties utilized in the provision of emergency or disaster services shall remain with the party who owned such properties at the time of execution of this agreement. The cities of Tifton, Omega, and Ty Ty shall and do hereby lease to the County their facilities and equipment devoted to emergency management as of the date of this agreement. Any capital improvements or real or personal properties acquired subsequent to the execution of this agreement shall be owned by the governmental entity providing funding [i.e. if an individual government acquires property or equipment utilizing funds provided solely by that government, title shall remain with the funding party]. Where capital outlays for real or personal property are made or equipment is purchased for utilization in connection with joint emergency management services anticipated by this agreement, ownership of such property will be 50% in the City of Tifton and 50% in Tift County. Upon the expiration of this agreement, if the parties do not elect to continue with joint provision of emergency management services, all properties owned by the parties as of the date of execution of this agreement shall be returned to such parties. Any capital outlay projects of real or personal properties acquired with funds wholly provided by any of the participating cities or the County shall be returned to the funding entity. All property and equipment purchased under this provision (funded equally by the City of Tifton and Tift County) shall be equitably and equally divided between the City of Tifton and Tift County. Any equipment provided by the Cities of Omega and Ty Ty will be returned to the contributing city. Further, the City of Tift County will make provisions for personnel employed by the County in connection with

provision of emergency management services under this agreement to be allocated to the City of Tifton or Tift County in a manner which best serves the interest of both entities and causes minimal disruption in emergency management services to the citizens of Tift County and the cities therein located.

IN WITNESS WHEREOF the parties have hereunto adopted this agreement on the date and year first above written.

CITY OF TIFTON, GEORGIA

by: Paul O. Johnson  
Paul O. Johnson, Mayor

attest: Carla D. Cooper  
Carla D. Cooper, Clerk

[SEAL]

CITY OF OMEGA, GEORGIA

by: \_\_\_\_\_  
Ray Hunt, Jr., Mayor

attest: \_\_\_\_\_  
Yolanda M. Baker, Clerk

[SEAL]

CITY OF TY TY, GEORGIA

by: \_\_\_\_\_  
J. Keith Beasley, Mayor

attest: \_\_\_\_\_  
Sherry Boyett, Clerk

[SEAL]

TIFT COUNTY, GEORGIA

by: *Buddy Bryan*  
Buddy Bryan, Chairman

attest: *Glynda Hemby*  
Glynda Hemby, Clerk

[SEAL]

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

**Instructions:**

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

**County:** TIFT **Service:** ENGINEERING

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.):  
CITY OF TIFTON/TIFT COUNTY, CITY OF TY TY, CITY OF OMEGA

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
CITY OF TY TY	GENERAL FUND
CITY OF OMEGA	GENERAL FUND

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

NO CHANGE NECESSARY

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

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

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

NONE NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855





SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: FIRE

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.): CITY OF TIFTON

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:*

TIFT COUNTY	INSURANCE PREMIUM TAX/SPECIAL DISTRICT TAX
CITY OF TIFTON	GENERAL FUND
CITY OF OMEGA	SPECIAL TAX DISTRICT
CITY OF TY TY	SPECIAL TAX DISTRICT

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

NO CHANGE NECESSARY

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 FIRE SUPPRESSION & PROTECTION	CITY OF TIFTON, TIFT COUNTY, CITY OF TY TY, CITY OF OMEGA	CONTINUING

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

INTERLOCAL AGREEMENT CITY RESOLUTION #2003-049A,  
TIFT COUNTY RESOLUTION #2003-10

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

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

\_\_\_\_\_

Resolution 2004-037

FIRE SUPPRESSION AND PROTECTION AGREEMENT

GEORGIA, TIFT COUNTY

THIS AGREEMENT made and entered into this 21<sup>ST</sup> day of June,  
2004, by and between:

THE CITY OF TIFTON, GEORGIA, a municipal corporation organized under the laws of the State of Georgia, hereinafter "City";

and

TIFT COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its Board of Commissioners, hereinafter "County";

WITNESSETH:

On November 24, 2003, the City and County entered a joint resolution approving a memorandum of agreement extending an interim agreement for fire protection services;

WHEREAS, this resolution anticipated the development of a plan instituting county-wide full-time professional fire fighting services with a goal of having such plan developed and ready for consideration by the governing bodies on or before July 1, 2004;

WHEREAS, the City and County conducted a survey of existing equipment and personnel and proposed a plan for the joint provision of fire suppression and protection services, which proposal was endorsed by the Service Delivery Coordinating Committee for adoption by the Tifton City Council and the Tift County Board of Commissioners; and

WHEREAS, the parties desire to memorialize their agreement through this writing.

NOW THEREFORE, the City of Tifton and Tift County, Georgia, acting through the Tifton City Council and the Tift County Board of Commissioners, hereby agree to implement a joint fire suppression and protection plan on the terms herein stated:

1. The term of this agreement shall begin July 1, 2004 and shall continue for a period of three (3) years, expiring June 30, 2007. The agreement will automatically renew for additional terms of three (3) years unless either party serves upon the other written notice.

at least ninety (90) days prior to the expiration of any three year term of its election to terminate this agreement.

2. All fire protection and suppression services shall be provided through and by the Tifton Fire Department under the supervision of the Tifton Fire Chief. In the provisions of these services, the City will incorporate and maintain the County's certified volunteer firefighting force as part of its overall fire protection and suppression service. The Chief shall be equally responsible to the City Manager and to the County Manager insofar as executing the respective City and County fire protection and suppression functions. On a day-to-day basis, the Chief will be subject to the supervision of the City Manager. The employees of this department shall receive payroll checks from the City of Tifton and shall be covered by City of Tifton employee benefit plans and shall be subject to City of Tifton personnel policies and applicable certification standards. The City's personnel policies will also allow the County Manager to initiate the disciplinary process with respect to any person employed in the Tifton Fire Department so long as this agreement is in force. The County Manager shall address any question concerning the provision of fire protection and suppression services to the City Manager; or, should the City Manager direct, directly to the Tifton Fire Chief. The City agrees to provide any information requested by the County Manager regarding the City's provision of fire protection and suppression services. Should the County Manager request a change of procedure or operations, such request shall be directed to the City Manager. Any problems or objections registered by the County Manager with the City Manager that are not resolved by those parties shall be presented to the Service Delivery Coordination Committee for resolution.

3. For purposes of this agreement, "fire protection and suppression services" shall be construed to include:

- (a) fire suppression and prevention;
- (b) fire personnel training;
- (c) general emergency response;
- (d) rescue service;
- (e) community education service;
- (f) fire hydrant maintenance, repair and replacement, both as to pressurized and dry hydrants;
- (g) any service provided by the City or County fire departments as of the date of execution of this agreement; and

(h) all manpower, facilities and equipment to effect the foregoing.

4. The parties agree that the County will pay to the City for fire protection and suppression services an amount equal to fifty percent (50%) of the City's actual expenses incurred in the provision of such services. The City shall provide to the County Manager a statement of the City's expenditures for fire protection on a monthly basis, together with such other and further information as may be reasonably requested by the County Manager with regard to items contained in the City's budget for fire protection and in the invoices for actual expenses incurred. Payment pursuant to invoices shall be due from the County within twenty (20) business days from the date of receipt by the County. Further, during the term of this agreement, the Fire Chief shall maintain:

(a) a register of all fire apparatus and equipment owned by or leased to the Fire Department, identifying the owner of such property and reflecting its current value; and

(b) a five year capital replacement and improvement plan for the Fire Department [addressing equipment, fire apparatus and buildings]. This plan will be updated annually and shall be incorporated in the annual report to the City, the County and the Service Delivery Coordinating Committee.

The records of the Fire Department will be open for examination by the parties at all reasonable times, and the following reports will be made regularly:

(a) monthly budget report [to be submitted monthly to the County Manager];

(b) monthly general activity reports;

(c) annual reports of operations and activity;

(d) annual briefings of the Service Delivery Coordinating Committee; and

(e) such special reports as may be reasonably requested.

The City Manager will present to the County Manager the City's budget for fire protection and suppression services on or before April 1<sup>st</sup> of each year; allowing adequate time for review and discussion prior to the adoption of the respective budgets of the City and County occurring on July 1<sup>st</sup> of each year. Should the County Manager question the appropriateness of the inclusion of any amount in the City budget [such as capital expenditures, etc.] during the term of this agreement, the County Manager shall address such concerns to the C-

Manager. Any objections to the budgeted figures which cannot be resolved by the County Manager and the City Manager will be referred to the Service Delivery Coordinating Committee for resolution.

5. The Tifton Fire Department developed and presented to the Service Delivery Coordinating Committee a plan for the improvement and coordination of fire suppression and protection services. The City and County agree to support the goals of this program to:

- (a) Maintain, operate, and upgrade the County's volunteer fire stations as needed;
- (b) Construct a Westside firehouse to be funded from the City's portion of special local option sales taxes approved for such purpose [anticipated construction in 2007];
- (c) Seek special local option sales tax funding in the next referendum for an Eastside firehouse [anticipated construction in 2009];
- (d) Move toward a "two-in and two-out" personnel formula identified as the most efficient means of manning professionally staffed fire stations. Staffing at this level will require that one personnel shift per year be added until the two-in two-out formula is achieved in all professionally staffed stations [full implementation anticipated by the year 2011]. Two personnel shifts will be added in years where fire stations are opened; and
- (e) The parties estimate annual operating expenses of \$3,070,988.00 at the time this program is fully implemented.

The parties have determined that this plan provides the best fire protection at the lowest cost and provides for the slowest rate of cost increase while moving to the two-in two-out personnel plan. The plan maintains and utilizes County volunteers while directing capital investment into areas with the greatest population density in the County. The overall result anticipated by the parties is a reduction in the ISO rating with accompanying reduction in fire insurance premiums for residents of Tift County.

6. This interlocal agreement shall be operative only upon approval by the Tifton City Council and the Tift County Board of Commissioners.



7. The funds to be provided by the City for fire protection and suppression services shall be paid from revenues derived from residents of the City of Tifton. Contributions from the County to the cost of provision of fire protection and suppression services shall be allocated to a special tax district comprised of the unincorporated areas of the County [or a special tax district comprised of the unincorporated portions of Tift County, together with the cities of Omega and/or Ty Ty, should they elect to participate]. The cities of Omega and Ty Ty will be invited to participate in this interlocal agreement.

8. The ownership of all buildings, equipment or other properties utilized in the provision of fire suppression and protection services shall remain with the party who owns such properties at the time of execution of this agreement. The County [and the cities of Omega and Ty Ty, if they elect to participate] shall and does hereby lease to the City its facilities and equipment devoted to fire protection and suppression services as of the date of this agreement. Any capital improvements or real or personal properties acquired subsequent to the execution of this agreement shall be owned by the governmental entity providing funding [i.e. the Westside fire station currently scheduled for construction by the City utilizing funds generated by the SPLOST revenues currently anticipated by the City shall be the property of the City]. Where capital outlays for real or personal properties or equipment are purchased for utilization in connection with the joint fire suppression and protection services anticipated by this agreement, ownership of the properties will be 50% in the City and 50% in the County. Upon expiration of this agreement, if the parties do not elect to continue with the joint provision of fire suppression and protection services, all properties owned by the parties as of the date of execution of this agreement shall be returned to such parties. Any capital outlay projects or real or personal properties acquired with the funds wholly provided by the City or County shall be returned to the funding entity. All property and equipment purchased under this provision (funded equally by the City and County) shall be equitably and equally divided between the City and the County. Any equipment provided by the cities of Omega and Ty Ty will be returned to the contributing city. Further, the City and County will make provisions for personnel employed by the City in connection with joint provision of fire services under this agreement to be allocated to the City or County in a manner which best serves the interest of both entities and causes minimum disruption in fire suppression and fire protection services to the citizens of Tift County and the City of Tifton.

9. This agreement anticipates cooperative effort by the City and County in making decisions for the joint provision of services herein described. Because of the potential budgetary impact of certain decisions, it is agreed that both the City Manager and the County Manager must approve the following:

- (a) The City's budget for fire protection and suppression services [on an annual basis];

(b) The location of any fire station constructed with funds provided by both the City and County;

(c) Non-budgeted expenditures in an amount exceeding \$10,000.00; and

(d) Any hiring of personnel in excess of the additional shift per year [two shifts per year in years where a fire station is opened] necessary to achieve a "two-in two-out" personnel formula for professionally staffed stations.

10. The parties acknowledge the importance of full and complete financial and management disclosure between the management staff of the City and County. All budget and operational figures generated by the City shall be provided to the County on a regular basis; and the County shall pay to the City an amount equal to the actual expenses incurred by the City in the provision of fire protection and suppression services on a monthly basis pursuant to monthly invoices presented. As stated in paragraph 4 above, monthly invoices shall be presented by the City on or before the 10<sup>th</sup> day of each consecutive month this agreement is in force beginning July 1, 2004. The County shall pay all fire protection invoices received by the 10<sup>th</sup> of the month by the 30<sup>th</sup> day of that month. The Service Delivery Coordinating Committee shall meet on a regularly scheduled monthly basis and shall serve as the overview group through which the City-County coordination and cooperation will take place to assure the effective and efficient delivery of fire protection and suppression services, as well as to provide a body for the resolution of any disputes concerning the provision of fire protection and suppression services. As membership on the SDCC is equally comprised of delegates of the City and County, a majority vote of the SDCC is required to resolve any matter brought before the SDCC by the City and County for approval.

11. This agreement shall be construed and applied according to the laws of the State of Georgia.

12. The parties anticipate adoption of this agreement as an addenda to that certain Interlocal Agreement for the Cooperative Provision of Services, dated January 12, 1999 between the City and County and upon adoption by appropriate resolution will supercede any prior agreements as to the provision of fire suppression and protection services existing between the City and County.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by the appropriate officials and affix their respective seals on the date and year first above written.

CITY OF TIFTON, GEORGIA

by: Paul O. Johnson  
Paul Johnson, Mayor

attest: Carla D. Cooper  
Carla Cooper, City Clerk

Approved by:

Charles H. Howell  
Charles H. Howell, City Manager

TIFT COUNTY, GEORGIA

by: Buddy Bryan  
Buddy Bryan, Chairman

attest: Glynda Hemby  
Glynda Hemby, Clerk

[SEAL]

Approved by:

Bill Park  
Bill Park, County Manager

H:\DATA\MSWORD\GRR\423\045\fire suppression agmt.doc/jb

**A JOINT RESOLUTION OF THE CITY COUNCILS  
OF THE CITIES OF TIFTON, OMEGA,  
AND TY TY, GEORGIA, AND OF THE  
BOARD OF COMMISSIONERS OF TIFT COUNTY,  
GEORGIA PROVIDING FOR JOINT FIRE  
SUPPRESSION AND PROTECTION**

WHEREAS, the City of Tifton and Tift County, Georgia have entered into a Fire Suppression and Protection Agreement, dated June 21, 2004, a true and accurate copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth [hereinafter "Fire Agreement"]; and

WHEREAS, the Fire Agreement has as its purpose to increase sufficiency and effectiveness in preventing and suppressing fires throughout all of Tift County, together with improved training for fire fighters and improved quality and maintenance of equipment; and

WHEREAS, the Fire Agreement is funded fifty percent (50%) by the City of Tifton and fifty percent (50%) by the cities of Omega, Ty Ty and Tift County, Georgia, such funding to be derived from a special tax district incorporating all of Tift County except the City of Tifton; and

WHEREAS, all local governments in Tift County anticipate mutual benefit and cost savings by joint participation in the fire agreement; and

WHEREAS, the parties acting through their duly elected City Councils and Board of Commissioners desire to memorialize their agreement through this Resolution;

NOW THEREFORE BE IT RESOLVED, by the City Councils of the cities of Tifton, Omega and Ty Ty and the Board of Commissioners of Tift County, Georgia, that:

The Fire Agreement above referenced between Tift County and the City of Tifton is adopted by the City Council of the City of Omega and the City Council of the City of Ty Ty as supplemented below:

(a) with the following language inserted at the end of paragraph 2:

With respect to volunteers serving through the fire stations located in the City of Omega and the City of Ty Ty, the Mayor of the City of Omega [on behalf of the Omega City Council] and the Mayor of the City of Ty Ty [on behalf of the Ty Ty City Council] may initiate the disciplinary process so long as this agreement is in force; and, likewise shall address any question concerning the provision of fire suppression and protection services to the City Manager of the City of Tifton or to the Tifton Fire Chief. Any problems or objections registered by the Mayor of the

City of Omega, the Mayor of the City of Ty Ty or the County Manager of Tift County with the City Manager of the City of Tifton that are not resolved by those parties shall be presented to the Fire Safety Council for resolution. The Fire Safety Council shall be composed of the chief elected officers of Omega, Tifton, Ty Ty and Tift County, together with such staff as is appropriate. This council shall meet quarterly and shall be hosted on a rotating basis by the local governments participating in this agreement. The Council shall hear reports from the Tifton Fire Chief required under this Fire Agreement. Notwithstanding this provision, all personnel associated with the Tifton-Tift County Fire Department shall be expected to adhere to its operating policies and procedures. Failure to comply with such policies may result in disciplinary action, including termination of employment. Any such action shall be taken by the Fire Chief of the joint department in accordance with standard operating procedures.

(b) Paragraph 8 of the Fire Agreement is amended by adding the following:

Upon expiration and non-renewal or termination of this agreement, all property and equipment purchased under the provisions of this agreement [funded by the cities of Tifton, Omega, and Ty Ty and Tift County] shall be equitably and proportionately distributed consistent with funding. [City of Tifton 50%; Tift County and Cities of Omega and Ty Ty 50%]. Further, any such distribution shall be made so as to allow the participating local governments sufficient equipment to provide fire service within its jurisdiction.

BE IT FURTHER RESOLVED that the Mayor of the City of Tifton and Chairman of the Board of Commissioners of Tift County are authorized to execute this joint resolution on behalf of their respective Council and Board of Commissioners reflecting their approval and adoption of the amendments to the Fire Agreement herein stated.

Adopted by the City Council of the City of Tifton on October 12, 2004 and the Board of Commissioners of Tift County, Georgia, on October 12, 2004.

CITY OF TIFTON, GEORGIA

by: Paul O. Johnson  
Paul O. Johnson  
Mayor, City of Tifton

TIFT COUNTY, GEORGIA

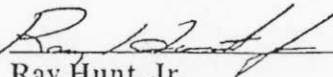
by: Buddy Bryan  
Buddy Bryan  
Chairman, Board of  
Commissioners

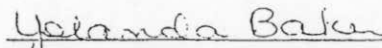
attest: Carla D. Cooper  
Carla D. Cooper  
Clerk

attest: Elaine H. Shiver  
Elaine H. Shiver  
Clerk

Adopted by the City Council of the City of Omega on October 12, 2004.

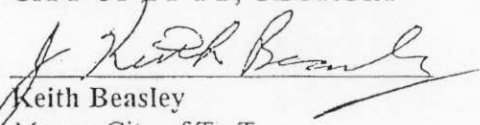
CITY OF OMEGA, GEORGIA

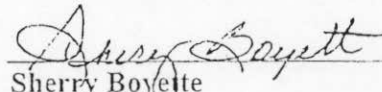
by:   
Ray Hunt, Jr.  
Mayor, City of Omega

attest:   
Yolanda Baker  
Clerk

Adopted by the City Council of the City of Ty Ty on \_\_\_\_\_, 2004.

CITY OF TY TY, GEORGIA

by:   
Keith Beasley  
Mayor, City of Ty Ty

attest:   
Sherry Boyette  
Clerk





SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT Service: HOSPITAL

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.): TIFT COUNTY HOSPITAL 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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY HOSPITAL AUTHORITY	FEES AND SERVICES

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

NO CHANGE NECESSARY

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

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

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3661 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY DEVELOPMENT AUTHORITY	SPLOST, SALE/LEASE OF PROPERTY

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
TIFT COUNTY DEVELOPMENT AUTHORITY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: KEEP TIFT BEAUTIFUL

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.): CITY OF TIFTON

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	ENTERPRISE FUND
CITY OF TIFTON	ENTERPRISE FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
KEEP TIFT BEAUTIFUL	TIFT COUNTY & CITY OF TIFTON	JANUARY 20, 2004 CONTINUING

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

INTERLOCAL AGREEMENT CITY OF TIFTON RESOLUTION #2004-12A

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
LARRY RINER, ASSISTANT CITY MANAGER 229-3861



CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2004- 012A

TIFT COUNTY, GEORGIA  
RESOLUTION NO. \_\_\_\_\_

[Joint Resolution Regarding Keep Tift Beautiful]

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, AND OF THE BOARD OF COMMISSIONERS OF TIFT COUNTY, GEORGIA ESTABLISHING A JOINT COMMISSION TO BE KNOWN AS "KEEP TIFT BEAUTIFUL", PROVIDING FOR APPOINTMENT OF MEMBERS AND SETTING FORTH ANTICIPATED FUNCTIONS OF THE COMMISSION

*WHEREAS*, the City of Tifton and Tift County, Georgia, jointly recognize the compelling public interest in preserving the natural resources and enhancing the aesthetic appeal of our County and the communities located therein through education, recycling and beautification efforts; and

*WHEREAS*, the City of Tifton and Tift County, Georgia desire to create a joint commission involving all local governments in Tift County to support these efforts and determine to invite the City of Omega and the City of Ty Ty to participate in the Commission hereby created.

NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton and Tift County, Georgia acting through the Tifton City Council and the Tift County Board of Commissioners that the City and County hereby create a joint commission to be known as **KEEP TIFT BEAUTIFUL**;

*BE IT FURTHER RESOLVED* that the Commission shall be governed by a Board of Directors composed of ten (10) citizens appointed as follows:

Tift County	4 members
City of Tifton	4 members
City of Omega	1 member
City of Ty Ty	1 member

These appointments shall be made for terms of 4 years, with terms to be staggered in order to provide continuity of effort, programming and knowledge. Initial appointments shall be as follows:

Tift County shall make 4 appointments, one for a four (4) year term, one for a three (3) year term, one for a two (2) year term and one for a one (1) year term.

All subsequent appointments shall be for four (4) year terms;

City of Tifton shall make 4 appointments, one for a four (4) year term, one for a three (3) year term, one for a two (2) year term and one for a one (1) year term. All subsequent appointments shall be for four (4) year terms;

City of Omega shall make 1 appointment for a four (4) year term; and

City of Ty Ty shall make 1 appointment for a four (4) year term.

In addition to Commission appointments, the City of Tifton shall designate a Council member and Tift County shall designate a Commissioner to serve as ex-officio members of the Board of Directors of the Commission.

BE IT FURTHER RESOLVED that this joint commission be charged with the responsibilities of promoting and recommending practices of recycling, beautification, landscaping, strategic community planning with regard to plantings, clean up and all activities incident thereto [including educational activities] - all in order to improve the appearance and health of the living environment in Tift County and the cities located therein. The Commission shall not have any responsibility for or authority regarding code enforcement; but shall work to address problem areas and, through the Keep Tift Beautiful staff, marshal volunteer effort to take remedial action with regard to identified needs;

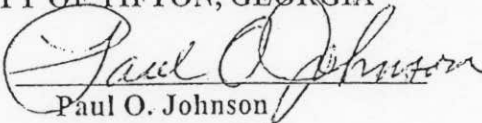
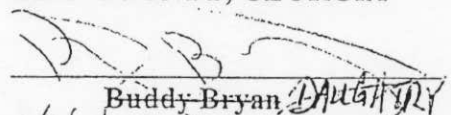
BE IT FURTHER RESOLVED that the joint commission shall also engage in strategic planning for all of Tift County with regard to desirable plantings, harvesting and related activities;

BE IT FURTHER RESOLVED that the operation of the Commission shall be governed by bylaws to be adopted by the Board of Directors and approved by the City Councils for the Cities of Tifton, Omega and Ty Ty and the Board of Commissioners of Tift County; and

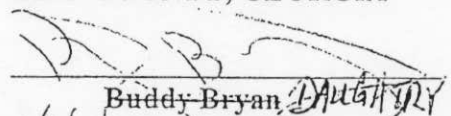
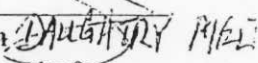
BE IT FURTHER RESOLVED that all funds of the Joint Commission [including all private donations and funds entrusted to the Commission by the "Stephens-Waller" Foundation] shall be placed in separate accounts maintained by Tift County. These funds shall remain separate from and shall not be commingled with other county funds. These funds shall be handled according to fiscal procedures in place for handling of public funds through Tift County and subject to audit by the county's auditor.

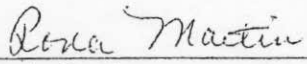
Adopted by the City Council of the City of Tifton on January 20, 2004 and the Board of Commissioners of Tift County, Georgia, on January 20, 2004.

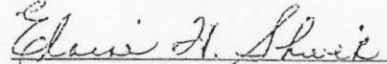
CITY OF TIFTON, GEORGIA

by:  by:   
Paul O. Johnson  
Mayor, City of Tifton

TIFT COUNTY, GEORGIA

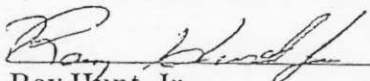
  1/21/04  
Buddy Bryan  
Chairman, Board of  
Commissioners

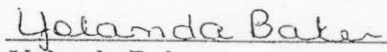
attest:   
~~Carla D. Cooper~~ Rona Martin  
Deputy Clerk

attest:   
Elaine H. Shiver  
Clerk

Adopted by the City Council of the City of Omega on February 3, 2004.

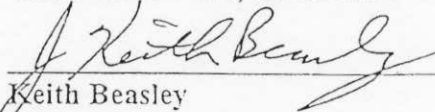
CITY OF OMEGA, GEORGIA


by:   
Ray Hunt, Jr.  
Mayor, City of Omega

attest:   
Yolanda Baker  
Clerk

Adopted by the City Council of the City of Ty Ty on February 2, 2004.

CITY OF TY TY, GEORGIA

by:   
Keith Beasley  
Mayor, City of Ty Ty

attest:   
Sherry Boyett  
Clerk

# KEEP TIFT BEAUTIFUL

## MISSION STATEMENT

TO WORK TOGETHER AS A UNIFIED COMMUNITY TO PROMOTE AND MAINTAIN THE PURITY OF OUR ENVIRONMENT AND THE BEAUTIFICATION OF OUR COUNTY.

## BY-LAWS OF KEEP TIFT BEAUTIFUL

### NAME

THIS ORGANIZATION, ESTABLISHED BY JOINT RESOLUTION OF THE TIFT COUNTY COMMISSIONERS AND THE CITY COUNCIL OF THE CITY OF TIFTON, SHALL BE KNOWN AS "KEEP TIFT BEAUTIFUL"(KTB).

### OBJECTIVES

- A. TO REVIEW AND RECOMMEND IMPLEMENTATION OF THE KEEP AMERICA BEAUTIFUL SYSTEM TO ACHIEVE SUSTAINED LITTER REDUCTION AS APPROPRIATE FOR RESIDENTS OF TIFT COUNTY AND MUNICIPALITIES LOCATED THEREIN.
- B. TO PROMOTE INTEREST AND PRIDE IN THE GENERAL IMPROVEMENT OF THE ENVIRONMENT OF TIFTON/TIFT COUNTY AND EMPHASIZE THE BENEFITS OF A CLEAN, HEALTHFUL AND BEAUTIFUL AREA.
- C. TO INSPIRE, INITIATE, PLAN, DIRECT AND COORDINATE PROGRAMS FOR LITTER CONTROL AND PREVENTION IN COOPERATION WITH INDIVIDUALS, BUSINESS AND INDUSTRY, CITY AND COUNTY GOVERNMENTS, SCHOOLS, AND PUBLIC AND PRIVATE ORGANIZATIONS.
- D. TO ENCOURAGE THE PLANTING AND/OR PRESERVATION OF TREES, FLOWERS, PLANTS, SHRUBBERY AND OTHER OBJECTS OF NATURAL ORNAMENTATION.
- E. TO STIMULATE INTEREST AND ACTION TOWARD CONSERVATION OF RESOURCES THROUGH RECYCLING.

### MEMBERSHIP

THE KEEP TIFT BEAUTIFUL BOARD SHALL CONSIST OF TEN (10) MEMBERS, APPOINTED BY THE BOARD OF COMMISSIONERS OF TIFT COUNTY, THE CITY COUNCIL OF THE CITY OF TIFTON, THE CITY COUNCIL OF THE CITY OF OMEGA, AND THE CITY COUNCIL OF THE CITY OF TY TY. NAMES OF PROPOSED MEMBERS MAY BE RECOMMENDED BY KEEP TIFT

BEAUTIFUL AND PRESENTED TO THE APPROPRIATE GOVERNING AUTHORITIES. THE BOARD SHALL CONSIST OF FOUR (4) REPRESENTATIVES APPOINTED BY THE BOARD OF COMMISSIONERS OF TIFT COUNTY; FOUR (4) REPRESENTATIVES APPOINTED BY THE CITY COUNCIL OF THE CITY OF TIFTON; ONE (1) REPRESENTATIVE APPOINTED BY THE CITY COUNCIL OF THE CITY OF OMEGA; AND, ONE (1) REPRESENTATIVE APPOINTED BY THE CITY COUNCIL OF THE CITY OF TY TY.

## OFFICERS

THE OFFICERS OF THE BOARD OF DIRECTORS OF KEEP TIFT BEAUTIFUL SHALL BE AS FOLLOWS:

- A. CHAIRPERSON. SHALL SERVE AS THE CHIEF EXECUTIVE OFFICERS OF THE BOARD; SHALL ACT AS SPOKESPERSON FOR THE BOARD; SHALL PRESIDE AT ALL BOARD MEETINGS.
- B. VICE CHAIR: SHALL PRESIDE IN THE ABSENCE OF THE CHAIRPERSON; AND, SHALL PERFORM SUCH OTHER DUTIES AS DELEGATED BY THE CHAIRPERSON.
- C. SECRETARY: SHALL ENSURE THAT THE MINUTES OF THE MEETINGS OF THE BOARD ARE ACCURATELY KEPT IN THE OFFICIAL MINUTE BOOK; SHALL KEEP AN ACCURATE ATTENDANCE RECORD; SHALL ENSURE THAT TIMELY NOTICES OF ALL REGULAR AND SPECIAL MEETINGS ARE SENT; SHALL SEND KEEP AMERICA BEAUTIFUL AN ANNUAL REPORT OF ALL PROJECTS CONDUCTED IN THE PRESENT YEAR.
- D. TREASURER: SHALL WORK WITH THE COUNTY FINANCE DIRECTOR WHO SHALL BE RESPONSIBLE FOR MAINTAINING BOOKS AND RECORDS OF APPROPRIATE FUNDS OF KTB (THESE FUNDS SHALL BE MAINTAINED BY TIFT COUNTY IN SEPARATE ACCOUNTS AND SUBJECT TO TIFT COUNTY'S FISCAL POLICIES), SHALL REQUEST PAYMENT OF MONIES UPON APPROVALS AND SIGNATURES AS DETERMINED BY THE BOARD; SHALL PRESENT MONTHLY FINANCIAL STATEMENTS OF RECEIPTS AND EXPENDITURES; SHALL PRESENT ANNUAL FINANCIAL STATEMENTS TO THE KEEP TIFT BEAUTIFUL BOARD AND TO THE BOARD OF COMMISSIONERS OF TIFT COUNTY, THE CITY COUNCIL OF THE CITY OF TIFTON, THE CITY COUNCIL OF THE CITY OF OMEGA, AND THE CITY COUNCIL OF THE CITY OF TY TY; AND WILL COOPERATE WITH THE COUNTY AUDITOR AS REQUESTED TO INSURE PROPER AUDIT OF THESE FUNDS.

## TERMS OF OFFICE

MEMBERS OF THE BOARD OF DIRECTORS OF KEEP TIFT BEAUTIFUL SHALL SERVE TERMS OF FOUR (4) YEARS, WITH TERMS STAGGERED TO PROVIDE CONTINUITY OF EFFORT,

PROGRAMMING AND KNOWLEDGE. INITIAL APPOINTMENTS SHALL BE FOR VARIOUS TERMS TO ESTABLISH THE STAGGERED TERMS.

## MEETINGS

REGULAR MONTHLY BUSINESS MEETINGS WILL BE HELD THE SECOND TUESDAY OF EACH MONTH, AND ALL MEMBERS ARE EXPECTED TO ATTEND. ANY BOARD MEMBERS WHO MISSES THREE (3) CONSECUTIVE BOARD MEETINGS OR SIX (6) BOARD MEETINGS IN ANY TWELVE (12) MONTH PERIOD SHALL BE AUTOMATICALLY REMOVED FROM THE BOARD, EXCEPT IN SPECIAL CIRCUMSTANCES AS DETERMINED BY THE BOARD. ALL REGULAR MEETINGS SHALL BE OPEN IN ACCORDANCE WITH THE OPEN MEETINGS LAW OF THE STATE OF GEORGIA.

EX-OFFICIO MEMBERS OF THE BOARD OF DIRECTORS MAY ATTEND ANY OR ALL MEETINGS, MAY PARTICIPATE IN DISCUSSION, BUT SHALL NOT BE ELIGIBLE TO VOTE. EX-OFFICIO MEMBERS SHALL INCLUDE MEMBERS OF THE GOVERNING AUTHORITIES OF TIFT COUNTY AND THE CITIES OF TIFTON, OMEGA, AND TY TY, CITY MANAGER, COUNTY ADMINISTRATOR, AND THE CLERKS OF OMEGA AND TY TY.

## COMMITTEES

A BOARD MEMBER SHALL BE APPOINTED BY THE KEEP TIFT BEAUTIFUL CHAIRPERSON TO CHAIR EACH OF THE FOLLOWING STANDING COMMITTEES. THE CHAIRPERSON OF EACH STANDING COMMITTEE SHALL APPOINT HIS/HER COMMITTEE MEMBERS FROM THE GENERAL PUBLIC, AND SHALL HOLD PLANNING MEETINGS FROM TIME TO TIME AND MAKE REPORTS AT REGULAR BUSINESS MEETINGS. THE BOARD MAY INCREASE OR DECREASE THE NUMBERS AND TITLES OF COMMITTEES FROM TIME TO TIME AS IT DEEMS APPROPRIATE.

- A. FINANCE
- B. EDUCATION
- C. CLEANUP
- D. PUBLIC AWARENESS
- E. LANDSCAPE

THE CHAIRPERSON OF EACH OF THE COMMITTEES SHALL REPORT TO THE BOARD OF DIRECTORS AT EACH REGULAR MEETING.

## AMENDMENTS

BY-LAWS MAY BE AMENDED BY AN AFFIRMATIVE VOTE OF TWO-THIRDS OF THE MEMBERS PRESENT AT ANY REGULAR MEETING OF THE KEEP TIFT BEAUTIFUL BOARD, WHERE A QUORUM IS ASSEMBLED SUBJECT TO



THE APPROVAL OF THE BOARD OF COMMISSIONERS AND THE COUNCILS OF ALL PARTICIPATING CITIES.

## REPORTS OF THE KTB BOARD

AT LEAST ANNUALLY, THE CHAIRPERSON OF THE KTB BOARD, OR HIS/HER DESIGNEE, SHALL PRESENT A REPORT OF THE BOARD'S ACTIVITIES, ACCOMPLISHMENTS, PLANS, AND OTHER ITEMS TO THE BOARD OF COMMISSIONERS OF TIFT COUNTY, THE CITY COUNCIL OF THE CITY OF TIFTON, THE CITY COUNCIL OF THE CITY OF OMEGA, AND THE CITY COUNCIL OF THE CITY OF TY TY.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

KEEP TIFT BEAUTIFUL


BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

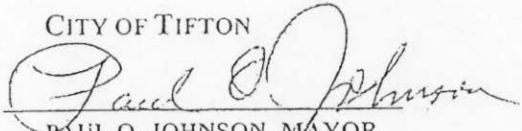
[SEAL]

APPROVED BY:

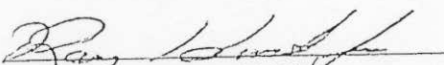
TIFT COUNTY BOARD OF COMMISSIONERS

BY:   
BUDDY BRYAN, CHAIRMAN  
DAUGHTRY MERTON, VICE-CHAIRMAN

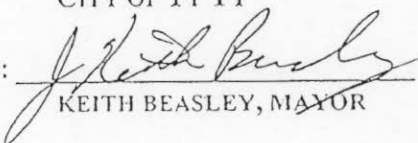
CITY OF TIFTON

BY:   
PAUL O. JOHNSON, MAYOR

CITY OF OMEGA

BY:   
RAY HUNT, JR., MAYOR

CITY OF TY TY

BY:   
KEITH BEASLEY, MAYOR



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: KEEP TIFT BEAUTIFUL

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.): CITY OF TIFTON

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:*

TIFT COUNTY	ENTERPRISE FUND
CITY OF TIFTON	ENTERPRISE FUND

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

NO CHANGE NECESSARY

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:*

KEEP TIFT BEAUTIFUL	TIFT COUNTY & CITY OF TIFTON	JANUARY 20, 2004 CONTINUING

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

INTERLOCAL AGREEMENT CITY OF TIFTON RESOLUTION #2004-12A

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER

Phone number: 229-391-3861

Date completed: 7/17/08

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

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

LARRY RINER, ASSISTANT CITY MANAGER 229-3861

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2004- 012A

TIFT COUNTY, GEORGIA  
RESOLUTION NO. \_\_\_\_\_

[Joint Resolution Regarding Keep Tift Beautiful]

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, AND OF THE BOARD OF COMMISSIONERS OF TIFT COUNTY, GEORGIA ESTABLISHING A JOINT COMMISSION TO BE KNOWN AS "KEEP TIFT BEAUTIFUL", PROVIDING FOR APPOINTMENT OF MEMBERS AND SETTING FORTH ANTICIPATED FUNCTIONS OF THE COMMISSION

*WHEREAS*, the City of Tifton and Tift County, Georgia, jointly recognize the compelling public interest in preserving the natural resources and enhancing the aesthetic appeal of our County and the communities located therein through education, recycling and beautification efforts; and

*WHEREAS*, the City of Tifton and Tift County, Georgia desire to create a joint commission involving all local governments in Tift County to support these efforts and determine to invite the City of Omega and the City of Ty Ty to participate in the Commission hereby created.

NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton and Tift County, Georgia acting through the Tifton City Council and the Tift County Board of Commissioners that the City and County hereby create a joint commission to be known as **KEEP TIFT BEAUTIFUL**;

*BE IT FURTHER RESOLVED* that the Commission shall be governed by a Board of Directors composed of ten (10) citizens appointed as follows:

Tift County	4 members
City of Tifton	4 members
City of Omega	1 member
City of Ty Ty	1 member

These appointments shall be made for terms of 4 years, with terms to be staggered in order to provide continuity of effort, programming and knowledge. Initial appointments shall be as follows:

Tift County shall make 4 appointments, one for a four (4) year term, one for a three (3) year term, one for a two (2) year term and one for a one (1) year term.

All subsequent appointments shall be for four (4) year terms;

City of Tifton shall make 4 appointments, one for a four (4) year term, one for a three (3) year term, one for a two (2) year term and one for a one (1) year term. All subsequent appointments shall be for four (4) year terms;

City of Omega shall make 1 appointment for a four (4) year term; and

City of Ty Ty shall make 1 appointment for a four (4) year term.

In addition to Commission appointments, the City of Tifton shall designate a Council member and Tift County shall designate a Commissioner to serve as ex-officio members of the Board of Directors of the Commission.

BE IT FURTHER RESOLVED that this joint commission be charged with the responsibilities of promoting and recommending practices of recycling, beautification, landscaping, strategic community planning with regard to plantings, clean up and all activities incident thereto [including educational activities] - all in order to improve the appearance and health of the living environment in Tift County and the cities located therein. The Commission shall not have any responsibility for or authority regarding code enforcement; but shall work to address problem areas and, through the Keep Tift Beautiful staff, marshal volunteer effort to take remedial action with regard to identified needs;

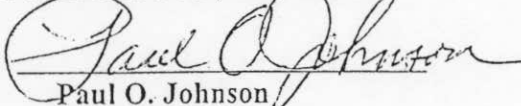
BE IT FURTHER RESOLVED that the joint commission shall also engage in strategic planning for all of Tift County with regard to desirable plantings, harvesting and related activities;

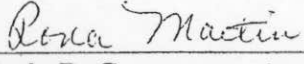
BE IT FURTHER RESOLVED that the operation of the Commission shall be governed by bylaws to be adopted by the Board of Directors and approved by the City Councils for the Cities of Tifton, Omega and Ty Ty and the Board of Commissioners of Tift County; and

BE IT FURTHER RESOLVED that all funds of the Joint Commission [including all private donations and funds entrusted to the Commission by the "Stephens-Waller" Foundation] shall be placed in separate accounts maintained by Tift County. These funds shall remain separate from and shall not be commingled with other county funds. These funds shall be handled according to fiscal procedures in place for handling of public funds through Tift County and subject to audit by the county's auditor.


Adopted by the City Council of the City of Tifton on January 20, 2004 and the Board of Commissioners of Tift County, Georgia, on January 20, 2004.

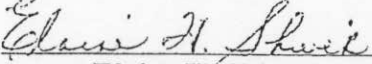
CITY OF TIFTON, GEORGIA

by:  by:  
Paul O. Johnson  
Mayor, City of Tifton

attest:   
~~Carla D. Cooper~~ Rona Martin  
Deputy Clerk

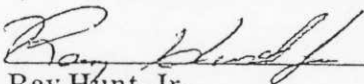
TIFT COUNTY, GEORGIA

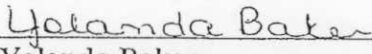
  
Buddy Bryan ~~DAUGHTERY~~ M/EL  
Chairman, Board of  
Commissioners

attest:   
Elaine H. Shiver  
Clerk

Adopted by the City Council of the City of Omega on February 3, 2004.

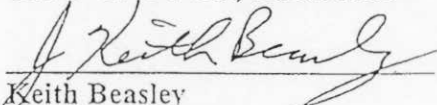
CITY OF OMEGA, GEORGIA

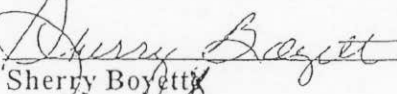
by:   
Ray Hunt, Jr.  
Mayor, City of Omega

attest:   
Yolanda Baker  
Clerk

Adopted by the City Council of the City of Ty Ty on February 3, 2004.

CITY OF TY TY, GEORGIA

by:   
Keith Beasley  
Mayor, City of Ty Ty

attest:   
Sherry Boyett  
Clerk



# KEEP TIFT BEAUTIFUL

## MISSION STATEMENT

TO WORK TOGETHER AS A UNIFIED COMMUNITY TO PROMOTE AND MAINTAIN THE PURITY OF OUR ENVIRONMENT AND THE BEAUTIFICATION OF OUR COUNTY.

## BY-LAWS OF KEEP TIFT BEAUTIFUL

### NAME

THIS ORGANIZATION, ESTABLISHED BY JOINT RESOLUTION OF THE TIFT COUNTY COMMISSIONERS AND THE CITY COUNCIL OF THE CITY OF TIFTON, SHALL BE KNOWN AS "KEEP TIFT BEAUTIFUL"(KTB).

### OBJECTIVES

- A. TO REVIEW AND RECOMMEND IMPLEMENTATION OF THE KEEP AMERICA BEAUTIFUL SYSTEM TO ACHIEVE SUSTAINED LITTER REDUCTION AS APPROPRIATE FOR RESIDENTS OF TIFT COUNTY AND MUNICIPALITIES LOCATED THEREIN.
- B. TO PROMOTE INTEREST AND PRIDE IN THE GENERAL IMPROVEMENT OF THE ENVIRONMENT OF TIFTON/TIFT COUNTY AND EMPHASIZE THE BENEFITS OF A CLEAN, HEALTHFUL AND BEAUTIFUL AREA.
- C. TO INSPIRE, INITIATE, PLAN, DIRECT AND COORDINATE PROGRAMS FOR LITTER CONTROL AND PREVENTION IN COOPERATION WITH INDIVIDUALS, BUSINESS AND INDUSTRY, CITY AND COUNTY GOVERNMENTS, SCHOOLS, AND PUBLIC AND PRIVATE ORGANIZATIONS.
- D. TO ENCOURAGE THE PLANTING AND/OR PRESERVATION OF TREES, FLOWERS, PLANTS, SHRUBBERY AND OTHER OBJECTS OF NATURAL ORNAMENTATION.
- E. TO STIMULATE INTEREST AND ACTION TOWARD CONSERVATION OF RESOURCES THROUGH RECYCLING.

### MEMBERSHIP

THE KEEP TIFT BEAUTIFUL BOARD SHALL CONSIST OF TEN (10) MEMBERS, APPOINTED BY THE BOARD OF COMMISSIONERS OF TIFT COUNTY, THE CITY COUNCIL OF THE CITY OF TIFTON, THE CITY COUNCIL OF THE CITY OF OMEGA, AND THE CITY COUNCIL OF THE CITY OF TY TY. NAMES OF PROPOSED MEMBERS MAY BE RECOMMENDED BY KEEP TIFT

BEAUTIFUL AND PRESENTED TO THE APPROPRIATE GOVERNING AUTHORITIES. THE BOARD SHALL CONSIST OF FOUR (4) REPRESENTATIVES APPOINTED BY THE BOARD OF COMMISSIONERS OF TIFT COUNTY; FOUR (4) REPRESENTATIVES APPOINTED BY THE CITY COUNCIL OF THE CITY OF TIFTON; ONE (1) REPRESENTATIVE APPOINTED BY THE CITY COUNCIL OF THE CITY OF OMEGA; AND, ONE (1) REPRESENTATIVE APPOINTED BY THE CITY COUNCIL OF THE CITY OF TY TY.

## OFFICERS

THE OFFICERS OF THE BOARD OF DIRECTORS OF KEEP TIFT BEAUTIFUL SHALL BE AS FOLLOWS:

- A. CHAIRPERSON. SHALL SERVE AS THE CHIEF EXECUTIVE OFFICERS OF THE BOARD; SHALL ACT AS SPOKESPERSON FOR THE BOARD; SHALL PRESIDE AT ALL BOARD MEETINGS.
- B. VICE CHAIR: SHALL PRESIDE IN THE ABSENCE OF THE CHAIRPERSON; AND, SHALL PERFORM SUCH OTHER DUTIES AS DELEGATED BY THE CHAIRPERSON.
- C. SECRETARY: SHALL ENSURE THAT THE MINUTES OF THE MEETINGS OF THE BOARD ARE ACCURATELY KEPT IN THE OFFICIAL MINUTE BOOK; SHALL KEEP AN ACCURATE ATTENDANCE RECORD; SHALL ENSURE THAT TIMELY NOTICES OF ALL REGULAR AND SPECIAL MEETINGS ARE SENT; SHALL SEND KEEP AMERICA BEAUTIFUL AN ANNUAL REPORT OF ALL PROJECTS CONDUCTED IN THE PRESENT YEAR.
- D. TREASURER: SHALL WORK WITH THE COUNTY FINANCE DIRECTOR WHO SHALL BE RESPONSIBLE FOR MAINTAINING BOOKS AND RECORDS OF APPROPRIATE FUNDS OF KTB (THESE FUNDS SHALL BE MAINTAINED BY TIFT COUNTY IN SEPARATE ACCOUNTS AND SUBJECT TO TIFT COUNTY'S FISCAL POLICIES), SHALL REQUEST PAYMENT OF MONIES UPON APPROVALS AND SIGNATURES AS DETERMINED BY THE BOARD; SHALL PRESENT MONTHLY FINANCIAL STATEMENTS OF RECEIPTS AND EXPENDITURES; SHALL PRESENT ANNUAL FINANCIAL STATEMENTS TO THE KEEP TIFT BEAUTIFUL BOARD AND TO THE BOARD OF COMMISSIONERS OF TIFT COUNTY, THE CITY COUNCIL OF THE CITY OF TIFTON, THE CITY COUNCIL OF THE CITY OF OMEGA, AND THE CITY COUNCIL OF THE CITY OF TY TY; AND WILL COOPERATE WITH THE COUNTY AUDITOR AS REQUESTED TO INSURE PROPER AUDIT OF THESE FUNDS.

## TERMS OF OFFICE

MEMBERS OF THE BOARD OF DIRECTORS OF KEEP TIFT BEAUTIFUL SHALL SERVE TERMS OF FOUR (4) YEARS, WITH TERMS STAGGERED TO PROVIDE CONTINUITY OF EFFORT,

PROGRAMMING AND KNOWLEDGE. INITIAL APPOINTMENTS SHALL BE FOR VARIOUS TERMS TO ESTABLISH THE STAGGERED TERMS.

## MEETINGS

REGULAR MONTHLY BUSINESS MEETINGS WILL BE HELD THE SECOND TUESDAY OF EACH MONTH, AND ALL MEMBERS ARE EXPECTED TO ATTEND. ANY BOARD MEMBERS WHO MISSES THREE (3) CONSECUTIVE BOARD MEETINGS OR SIX (6) BOARD MEETINGS IN ANY TWELVE (12) MONTH PERIOD SHALL BE AUTOMATICALLY REMOVED FROM THE BOARD, EXCEPT IN SPECIAL CIRCUMSTANCES AS DETERMINED BY THE BOARD. ALL REGULAR MEETINGS SHALL BE OPEN IN ACCORDANCE WITH THE OPEN MEETINGS LAW OF THE STATE OF GEORGIA.

EX-OFFICIO MEMBERS OF THE BOARD OF DIRECTORS MAY ATTEND ANY OR ALL MEETINGS, MAY PARTICIPATE IN DISCUSSION, BUT SHALL NOT BE ELIGIBLE TO VOTE. EX-OFFICIO MEMBERS SHALL INCLUDE MEMBERS OF THE GOVERNING AUTHORITIES OF TIFT COUNTY AND THE CITIES OF TIFTON, OMEGA, AND TY TY, CITY MANAGER, COUNTY ADMINISTRATOR, AND THE CLERKS OF OMEGA AND TY TY.

## COMMITTEES

A BOARD MEMBER SHALL BE APPOINTED BY THE KEEP TIFT BEAUTIFUL CHAIRPERSON TO CHAIR EACH OF THE FOLLOWING STANDING COMMITTEES. THE CHAIRPERSON OF EACH STANDING COMMITTEE SHALL APPOINT HIS/HER COMMITTEE MEMBERS FROM THE GENERAL PUBLIC, AND SHALL HOLD PLANNING MEETINGS FROM TIME TO TIME AND MAKE REPORTS AT REGULAR BUSINESS MEETINGS. THE BOARD MAY INCREASE OR DECREASE THE NUMBERS AND TITLES OF COMMITTEES FROM TIME TO TIME AS IT DEEMS APPROPRIATE.

- A. FINANCE
- B. EDUCATION
- C. CLEANUP
- D. PUBLIC AWARENESS
- E. LANDSCAPE

THE CHAIRPERSON OF EACH OF THE COMMITTEES SHALL REPORT TO THE BOARD OF DIRECTORS AT EACH REGULAR MEETING.

## AMENDMENTS

BY-LAWS MAY BE AMENDED BY AN AFFIRMATIVE VOTE OF TWO-THIRDS OF THE MEMBERS PRESENT AT ANY REGULAR MEETING OF THE KEEP TIFT BEAUTIFUL BOARD, WHERE A QUORUM IS ASSEMBLED SUBJECT TO

THE APPROVAL OF THE BOARD OF COMMISSIONERS AND THE COUNCILS OF ALL PARTICIPATING CITIES.

## REPORTS OF THE KTB BOARD

AT LEAST ANNUALLY, THE CHAIRPERSON OF THE KTB BOARD, OR HIS/HER DESIGNEE, SHALL PRESENT A REPORT OF THE BOARD'S ACTIVITIES, ACCOMPLISHMENTS, PLANS, AND OTHER ITEMS TO THE BOARD OF COMMISSIONERS OF TIFT COUNTY, THE CITY COUNCIL OF THE CITY OF TIFTON, THE CITY COUNCIL OF THE CITY OF OMEGA, AND THE CITY COUNCIL OF THE CITY OF TY TY.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

KEEP TIFT BEAUTIFUL

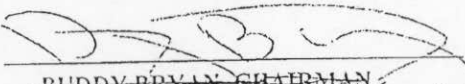
BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

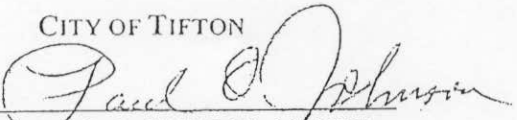
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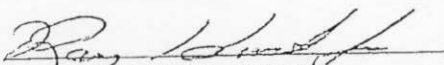
TIFT COUNTY BOARD OF COMMISSIONERS

BY:   
~~BUDDY BRYAN, CHAIRMAN~~  
DAUGHTERY MIELTON, VICE-CHAIRMAN

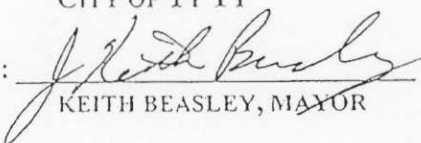
CITY OF TIFTON

BY:   
PAUL O. JOHNSON, MAYOR

CITY OF OMEGA

BY:   
RAY HUNT, JR., MAYOR

CITY OF TY TY

BY:   
KEITH BEASLEY, MAYOR



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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County: TIFT Service: LIBRARY

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.): TIFT COUNTY LIBRARY BOARD

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
BOARD OF EDUCATION	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
1978 LOST AGREEMENT	CITY OF TIFTON, TIFT COUNTY	CONTINUING

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

NONE NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
LARRY RINER, ASSISTANT CITY MANAGER 229-3861





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

**Instructions:**

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County: TIFT Service: MAIN STREET

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.): DOWNTOWN 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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
DEVELOPMENT AUTHORITY	FEES

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
INTERLOCAL AGREEMENT	CITY OF TIFTON, TIFT COUNTY	FEB 10, 2005 CONTINUING

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

INTERLOCAL AGREEMENT DATED FEBRUARY 10, 2005, CITY OF TIFTON RESOLUTION #2005-009

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
LARRY RINER, ASSISTANT CITY MANAGER 229-3861

**CITY OF TIFTON, GEORGIA**  
**RESOLUTION NO. 2005-009**

**[Resolution Regarding Interlocal Agreement for the  
Cooperative Provision of Services – Main Street]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA,  
AUTHORIZING THE AMENDMENT OF AN INTERLOCAL AGREEMENT FOR THE  
COOPERATIVE PROVISION OF SERVICES.**

*WHEREAS*, the City of Tifton and Tift County, Georgia, have previously entered into the Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually beneficial discussions begun under House Bill 489; and

*WHEREAS*, the City and County continue to seek the identification of opportunities to eliminate duplicative services and increase the efficiency of service delivery to the citizens and taxpayers of the City and County; and

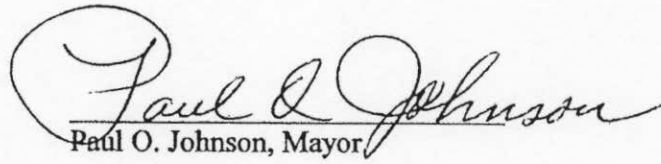
*WHEREAS*, the City and County are authorized to provide such services through the vehicle of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983, Article IX, Section III, paragraph 1; and

*WHEREAS*, the City of Tifton and Tift County, Georgia, have previously executed an agreement referred to as "Addenda No. 7 to that certain Interlocal Agreement between the City of Tifton and Tift County dated January 12, 1999" which, among other things, addresses supervisory responsibility of the Main Street program; and

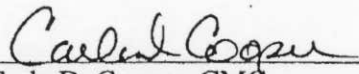
*WHEREAS*, the City of Tifton, acting through the Tifton City Council, desires for the Main Street program to be supervised by the Downtown Development Authority of the City of Tifton and, therefore, an amendment to Addenda No. 7 is necessary to effectuate such change.

NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton, acting through the Tifton City Council, that the attached document known as "First Amendment to Addenda No. 7 to that certain Interlocal Agreement between the City of Tifton and Tift County dated January 12, 1999" is hereby approved and the City Manager is authorized to execute such amendment on behalf of the City of Tifton.

Read and passed at the Regular Meeting of the City Council of the City of Tifton, held on  
March 7, 2005.

  
Paul O. Johnson, Mayor

ATTEST:

  
Carla D. Cooper, CMC  
City Clerk

**FIRST AMENDMENT TO  
ADDENDA NO. 7 TO THAT  
CERTAIN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TIFTON  
AND TIFT COUNTY, DATED  
JANUARY 12, 1999**

**GEORGIA, TIFT COUNTY**

**WHEREAS**, the City of Tifton and Tift County, Georgia have previously entered into that certain Inter-local Agreement referenced above and have also executed certain Addenda to such Inter-local Agreement for the cooperative provision of services in accordance with the mutually beneficial discussions begun under House Bill 489;

**WHEREAS**, on September 11, 2000, the City of Tifton and Tift County, Georgia, adopted Addenda No. 7 to the referenced Inter-local Agreement addressing Clean Community/Main Street;

**WHEREAS**, the parties desire to amend a portion of Addenda No. 7.

**NOW THEREFORE**, the City of Tifton and Tift County, Georgia, acting through the Tifton City Council and the Tift County Board of Commissioners hereby amend Addenda No. 7 [Clean Community/Main Street] to the hereinabove referenced omnibus Inter-local Agreement incorporated herein by reference, and the respective executive officers of the City of Tifton and Tift County, Georgia, are authorized to execute such Amendment.

Paragraph 2 of Addenda No. 7 is hereby deleted in its entirety and the following substituted in lieu thereof:

2. Main Street: The existing staff of the Main Street program will become part of and be managed by the Downtown Development Authority of the City of Tifton which will have authority over operations. Funding for this department shall continue to be shared by the City and County on an equal basis. Control of the program will be vested in the Downtown Development Authority of the City of Tifton.

*March* Approved by Resolution of the City Council of the City of Tifton on  
February 7, 2005, authorizing the City Manager to execute the within and foregoing  
Agreement on behalf of the City of Tifton.

**CITY OF TIFTON**

by: *Charles Howell*  
**CHARLES HOWELL**  
**CITY MANAGER**

Approved by Resolution of the Board of Commissioners of Tift County,  
Georgia on February 10, 2005, authorizing the County Manager to execute on behalf  
of Tift County, Georgia.

**BOARD OF COMMISSIONERS OF  
TIFT COUNTY, GEORGIA**

by: *Bill Park*  
**BILL PARK**  
**COUNTY MANAGER**





SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT Service: MOSQUITO CONTROL

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.): TIFT COUNTY

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
CITY OF OMEGA	SPECIAL TAX DISTRICT
CITY OF TY TY	SPECIAL TAX DISTRICT

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

SERVICES PROVIDED COUNTY WIDE VIA INTERLOCAL AGREEMENT

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
MOSQUITO CONTROL	CITY OF TIFTON, TIFT COUNTY, CITY OF OMEGA, CITY OF TY TY	JULY 1, 2005 CONTINUING

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

INTERLOCAL AGREEMENT CITY OF TIFTON RESOLUTION #2005-025

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

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

JIM CARTER, COUNTY MANAGER 229-386-7855

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2005- 025

[Resolution Regarding Interlocal Agreement for the  
Cooperative Provision of Services – Mosquito Control]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA,  
AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR  
THE COOPERATIVE PROVISION OF SERVICES.**

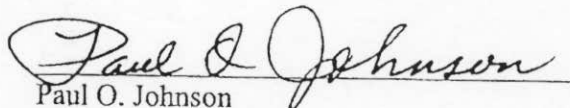
*WHEREAS*, the City of Tifton and Tift County, Georgia, have previously entered into the Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually beneficial discussions begun under House Bill 489; and

*WHEREAS*, the City and County continue to seek the identification of opportunities to eliminate duplicative services and increase the efficiency of service delivery to the citizens and taxpayers of the City and County; and


*WHEREAS*, the City and County are authorized to provide such services through the vehicle of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983, Article IX, Section III, paragraph 1.

NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton, acting through the Tifton City Council that the City enter Addenda No. 9 [Mosquito Control] with Tift County, Georgia to the hereinabove set forth omnibus Interlocal Agreement and attached hereto as *Exhibit A*, and incorporated herein by reference, and that the City Manager of the City of Tifton is authorized to execute such agreement with the County Manager of Tift County, Georgia.

Read and passed at a joint meeting of the City Council of the City of Tifton and the Board of Commissioners of Tift County, Georgia held on June 30, 2005.

  
Paul O. Johnson  
Mayor, City of Tifton

Attest:

  
Carla D. Cooper, CMC  
City Clerk

**INTERLOCAL AGREEMENT FOR  
MOSQUITO CONTROL**

**Addenda #9**

GEORGIA, TIFT COUNTY

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and among:

**TIFT COUNTY, GEORGIA**, a political subdivision of the State of Georgia, [hereinafter "County"];

and

**CITY OF TIFTON, GEORGIA**, a municipal corporation organized under the laws of the State of Georgia, [hereinafter "City"];

**WITNESSETH:**

**WHEREAS**, the County and City recognize that mosquito control is an important public service in the interest of safety and human health and welfare; and

**WHEREAS**, the County and City have reached an agreement for the provision of such services; and

**WHEREAS**, the parties desire to memorialize their agreement through this writing.

**NOW THEREFORE** in consideration of mutual covenants herein contained, acknowledged by the parties as good and sufficient, the parties agree each with the other as follows:

1. The County and City shall fund mosquito control services within their jurisdictions with each government contributing the following percentage to the cost of such service:

County - 50%

City - 50%

The funds to be provided by the City for these services shall be paid from revenues derived from taxpayers of the City of Tifton. The funds to be provided by the County for these services shall be paid from revenues derived from a special tax district comprised of the

unincorporated areas of the County [or a special tax district comprised of the unincorporated portions of Tift County together with the cities of Omega and/or Ty Ty].

The parties anticipate that the City will lease to the County equipment [including vehicles] used in mosquito control, which equipment shall be operated, maintained and insured by the County. The County will also utilize any materials in the nature of inventory, insecticide or other items used by the City for mosquito control. The County will bill the City monthly for services rendered.

2. The County is responsible for mosquito control service county wide; and will utilize a spraying schedule acceptable to both the City and County.

3. Mosquito control personnel shall be employees of the County and shall be under the supervision of the County Manager. However, the City Manager shall be authorized to initiate the disciplinary process with respect to any employee involved in this service should job performance be unacceptable to the City.

4. No third party contract for the provision of any portion of mosquito control services shall be entered without the prior mutual consent of the County and the City.

5. The County shall provide reports on a quarterly basis as to the operation of mosquito control both in terms of service provided and in terms of revenue and expenses. The annual budget for mosquito control shall be developed by the County in accordance with established policies and procedures within the County and the City. Annually, an operations report will be presented to the Service Delivery Coordination Committee

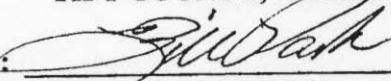
6. Either party to this agreement may opt out of future participation by giving the other party thirty (30) days notice. However, such government electing not to continue participation shall be liable for its percentage share of operating costs up to the time its participation has legally ended following the expiration of such notice.

7. Upon expiration, non-renewal or termination of this agreement, all property and equipment contributed to this joint service shall be returned, if such property still exists, to the party making such contribution. All property and equipment purchased under the provisions of this agreement shall be equitably and proportionately distributed consistent with funding.

8. The effective date of this agreement is July 1, 2005.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals in agreement as of the date first above written.

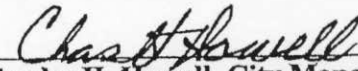
**BOARD OF COMMISSIONERS OF  
TIFT COUNTY, GEORGIA**

by:   
Bill Park, County Manager

Authority to Execute this  
Agreement given by Affirmative  
Vote of the Board of Commissioners  
in Resolution 2005-1 dated 6/30/05.

[SEAL]

**CITY OF TIFTON, GEORGIA**

by:   
Charles H. Howell, City Manager

Authority to Execute this  
Agreement given by Affirmative  
Vote of the City Council  
in Resolution 2005-1 dated 6/30/05.  
025

[SEAL]

This agreement jointly prepared by:  
City Attorney Greg Sowell and  
County Attorney Rob Reinhardt.

H:\DATA\MSWORD\GRRV423\05226\mosquito agmt 6-30-05.doc\jb





SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

**Instructions:**

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

County: TIFT Service: POLICE

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: CITY OF TIFTON, CITY OF OMEGA)

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
CITY OF TIFTON	GENERAL FUND
CITY OF OMEGA	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
NONE NECESSARY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
LARRY RINER, ASSISTANT CITY MANAGER 229-3861



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

**Instructions:**

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

County: TIFT Service: PUBLIC TRANSIT

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.): TIFT LIFT

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): \_\_\_\_\_

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	DOT GRANTS, GENERAL FUND, FEES

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
NONE NECESSARY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: RECREATION

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.): TIFT COUNTY

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

*Local Government or Authority:*

*Funding Method:*

TIFT COUNTY	GENERAL FUND, FEES

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

NO CHANGE NECESSARY

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:*

RECREATION	TIFT COUNTY & CITY OF TIFTON	AUGUST 21, 2000 CONTINUING

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

INTERLOCAL AGREEMENT CITY OF TIFTON RESOLUTION #2000-048  
COUNTY RESOLUTION #2000-10

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER

Phone number: 229-391-3861

Date completed: 7/17/08

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

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

JIM CARTER, COUNTY MANAGER 229-386-7855



FILE

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2000-048

TIFT COUNTY, GEORGIA  
RESOLUTION NO. 2000.10

[Joint Resolution Regarding Interlocal Agreement  
for the Cooperative Provision of Services - Recreation]

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON,  
GEORGIA, AND OF THE BOARD OF COMMISSIONERS OF TIFT COUNTY, GEORGIA  
AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR  
THE COOPERATIVE PROVISION OF SERVICES.

*WHEREAS*, the City of Tifton and Tift County, Georgia, have previously entered into the Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually beneficial discussions begun under House Bill 489; and

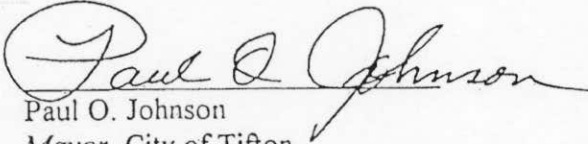
*WHEREAS*, the City and County continue to seek the identification of opportunities to eliminate duplicative services and increase the efficiency of service delivery to the citizens and taxpayers of the City and County; and

*WHEREAS*, the City and County are authorized to provide such services through the vehicle of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983, Article IX, Section III, paragraph 1.

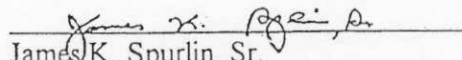
NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton and Tift County, Georgia, acting through the Tifton City Council and the Tift County Board of Commissioners that the City and County enter into Addenda No. 6 [Recreation] to the hereinabove set forth omnibus Interlocal Agreement and attached hereto as *Exhibit A*, and incorporated herein by reference, and the respective executive management officers of the City of Tifton and Tift County, Georgia, are authorized to execute such agreement.

Read and passed at a joint meeting of the City Council of the City of Tifton and the Board of Commissioners of Tift County, Georgia, held on August 21, 2000.

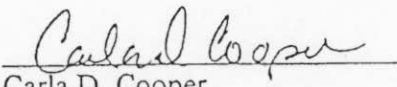
CITY OF TIFTON, GEORGIA

  
Paul O. Johnson  
Mayor, City of Tifton

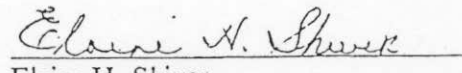
TIFT COUNTY, GEORGIA

  
James K. Spurlin, Sr.  
Chairman, Board of Commissioners

Attest:

  
Carla D. Cooper  
Clerk

Attest:

  
Elaine H. Shiver  
Clerk

## ADDENDA NO. 6 [RECREATION]

To that certain Interlocal Agreement between the City of Tifton and Tift County dated January 12, 1999.

In a continued effort to increase efficiencies and economies for the citizens and taxpayers of both local governments, the City of Tifton (the "City") and Tift County (the "County") have reached an agreement with regard to properties utilized in providing recreational services to the citizens of Tift County. In acknowledgment that Tift County has undertaken to provide all recreational services, the parties have agreed for the City of Tifton to convey to Tift County certain properties as set forth below to accommodate the construction of a recreational multi-purpose building. In furtherance of these goals, the parties have agreed as follows:

1. The City agrees to deed to the County real property currently used as recreational fields and bounded roughly as follows:

On the northwest by Victor Drive; on the northeast by Baldwin Drive; on the southeast by a drainage ditch running from West Second Street to Baldwin Drive (immediately west of the Leroy Rogers Senior Center and existing tennis courts and east of the recreational fields herein referenced) and on the southwest by West Second Street.

The deed of conveyance shall include a clause providing that if the County should cease to use the properties conveyed for public recreational purposes operated by the County, the property would be reconveyed to the City.

2. In consideration of the conveyance anticipated in Paragraph 1 above, the County agrees to:

(a) Locate on the property a multi-purpose building for recreation to be partially or entirely underwritten by SPLOST funds; and

(b) Consult with the City in case of reconfiguration of any facilities located on the properties.

3. Counsel for the City and County will arrange for any necessary surveys and prepare the appropriate documents of conveyance. This agreement will be presented to the respective governing bodies of the City of Tifton and Tift County for adoption; and any issue which may arise in the implementation of this agreement should be referred to the Service Delivery Coordination Committee for resolution.

Approved by Resolution of the City County of the City of Tifton on August 21, 2000, authorizing the City Manager to execute the within and foregoing Agreement on behalf of the City of Tifton.

CITY OF TIFTON

BY: Charles H. Howell  
CHARLES H. HOWELL  
CITY MANAGER

Approved by Resolution of the Board of Commissioners of Tift County, Georgia, on August 21, 2000, authorizing the County Administrator to execute on behalf of Tift County, Georgia.

BOARD OF COMMISSIONERS OF  
TIFT COUNTY, GEORGIA

BY: Wayne Johnson  
WAYNE JOHNSON  
COUNTY ADMINISTRATOR



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

**Instructions:**

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

**County:** TIFT

**Service:** ROAD CONSTRUCTION

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.):

CITY OF TIFTON, TIFT COUNTY, CITY OF TY TY, CITY OF OMEGA

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 (Sec 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:*

TIFT COUNTY	SPLOST/GENERAL FUND
CITY OF TIFTON	SPLOST/GENERAL FUND
CITY OF TY TY	SPLOST/GENERAL FUND
CITY OF OMEGA	SPLOST/GENERAL FUND

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

NO CHANGE NECESSARY

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:*

NONE NECESSARY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

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

LARRY RINER, ASSISTANT CITY MANAGER 229-3861





SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: SHERIFF

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.): TIFT COUNTY SHERIFF DEPARTMENT

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND & FINES

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
NONE NECESSARY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3961 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT Service: STREET MAINTENANCE

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.): \_\_\_\_\_

CITY OF TIFTON, TIFT COUNTY, CITY OF TY TY, CITY OF OMEGA

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
CITY OF OMEGA	GENERAL FUND
CITY OF TY TY	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
NONE NECESSARY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
LARRY RINER, ASSISTANT CITY MANAGER 229-3861



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT Service: SOLID WASTE COLLECTION DISPOSAL

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
CITY OF TIFTON	ENTERPRISE FUND
CITY OF OMEGA	ENTERPRISE FUND
CITY OF TY TY	ENTERPRISE FUND

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

CITY OF TIFTON AND TIFT COUNTY WILL PROVIDE THIS SERVICE VIA INTERLOCAL AGREEMENT.

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
SOLID WASTE COLLECTION DISPOSAL	TIFT COUNTY, CITY OF TIFTON	CONTINUING

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

INTERLOCAL AGREEMENT CITY RESOLUTION #2002-017A,  
TIFT COUNTY RESOLUTION #2002-06  
TYTY & OMEGA PROVIDED THEIR OWN SOLID WASTE DISPOSAL

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
Phone number: 229-391-3861 Date completed: 7/17/08

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

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



CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2005-D24

[Resolution Regarding Interlocal Agreement for the  
Cooperative Provision of Services – Comprehensive Solid Waste Plan]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA,  
AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR  
THE COOPERATIVE PROVISION OF SERVICES.

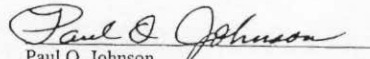
WHEREAS, the City of Tifton and Tift County, Georgia, have previously entered into the  
Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually  
beneficial discussions begun under House Bill 489; and

WHEREAS, the City and County continue to seek the identification of opportunities to  
eliminate duplicative services and increase the efficiency of service delivery to the citizens and  
taxpayers of the City and County; and

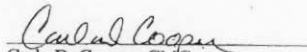
WHEREAS, the City and County are authorized to provide such services through the vehicle  
of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983,  
Article IX, Section III, paragraph 1.

NOW THEREFORE, *BE IT RESOLVED*, by the City of Tifton, acting through the Tifton  
City Council that the City enter a First Amendment to Addenda No. 5A [Comprehensive Solid  
Waste Plan] with Tift County, Georgia to the hereinabove set forth omnibus Interlocal Agreement  
and attached hereto as *Exhibit A*, and incorporated herein by reference, and that the City Manager of  
the City of Tifton is authorized to execute such agreement with the County Manager of Tift County,  
Georgia.

Read and passed at a joint meeting of the City Council of the City of Tifton and the Board of  
Commissioners of Tift County, Georgia held on June 30, 2005.

  
Paul O. Johnson  
Mayor, City of Tifton

Attest:

  
Carla D. Cooper, CMC  
City Clerk

**FIRST AMENDMENT TO ADDENDA NO. 5A [COMPREHENSIVE SOLID WASTE PLAN]**

To that certain Interlocal Agreement between the City of Tifton and Tift County, dated January 12, 1999.

Numbered Paragraph 2. on page 1 of the Addenda referenced above is hereby amended to reflect that the City no longer picks up recyclables at curbside within the City.

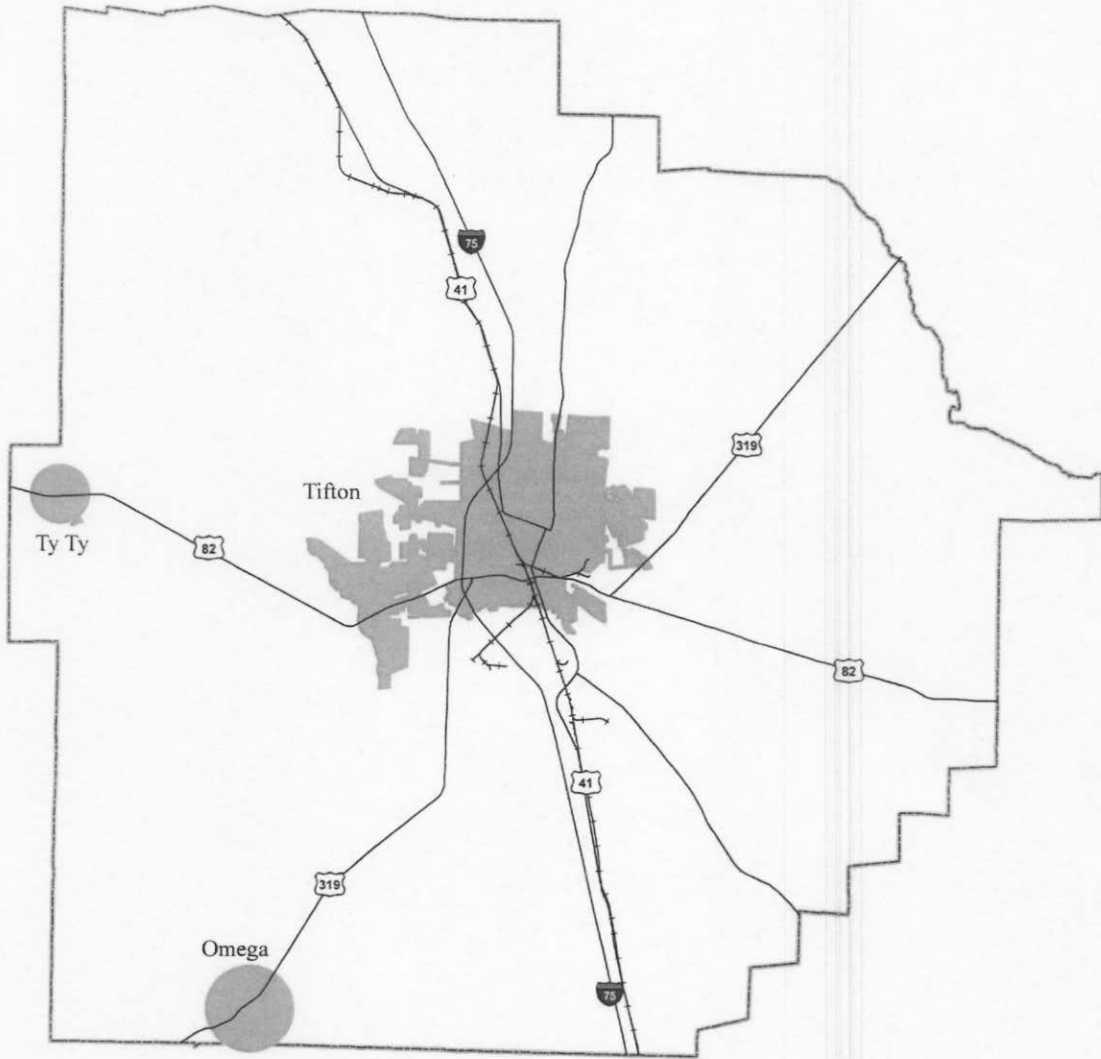
Numbered Paragraph 3. beginning on page 1 of the Addenda referenced above is hereby amended to reflect that the Recycling Plant shall be under the supervision of the Tifton-Tift County Solid Waste Director and that all employees of the Recycling Plant shall be employees of the City, paid by the City and entitled to all City employment benefits. Such expenses shall be paid from the Solid Waste Collection and Disposal Fund. This amendment shall be effective as of July 1, 2005.

Numbered Paragraph 4. on page 2 of the Addenda referenced above is hereby amended to reflect that Collection and Recycling sites will be maintained at such locations and operated at such hours as may be determined by the Tifton-Tift County Solid Waste Director [with the approval of the City and County]. The operational expenses of these sites shall be paid from the Solid Waste Collection and Disposal Fund. Recyclable materials shall be accepted at recycling sites without charge.

The paragraph addressing "EMPLOYEES" and appearing on page 3 of the Addenda referenced above is hereby amended to reflect that employees of the Recycling Plant shall be employees of the City as of July 1, 2005.

Except as herein amended, all provisions of Addenda No. 5A to that certain Interlocal Agreement between the City of Tifton and Tift County dated January 12, 1999 shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE



**Legend**

- State Roads
- + Railroad
- City Limits
- County Boundary



0 1 2 Miles

**TIFT COUNTY  
LOCATION MAP**



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT Service: TAX ASSESSMENT

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.): TIFT COUNTY TAX ASSESSOR'S OFFICE

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:*

TIFT COUNTY	COUNTY REVENUES

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

NO CHANGE NECESSARY

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:*

NONE NECESSARY		

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 NECESSARY

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER

Phone number: 229-391-3861

Date completed: 7/17/08

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

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

JIM CARTER, COUNTY MANAGER 229-386-7855





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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
CITY OF TY TY	GENERAL FUND
CITY OF OMEGA	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
ELECTIONS	CITY OF TIFTON & TIFT COUNTY	SEPTEMBER 12, 2005 CONTINUING

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

INTERLOCAL AGREEMENT CITY OF TIFTON RESOLUTION #2005-042  
 TIFT COUNTY RESOLUTION #2005-016  
 CITY OF TY TY AND CITY OF OMEGA HOLD THIER OWN ELECTIONS.

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
JIM CARTER, COUNTY MANAGER 229-386-7855



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

**Instructions:**

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

County: TIFT Service: WATER & WASTEWATER 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.):

CITY OF TIFTON & TIFT COUNTY JOINT, TY TY, OMEGA

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	ENTERPRISE FUND
CITY OF TIFTON	ENTERPRISE FUND
CITY OF TY TY	ENTERPRISE FUND
CITY OF OMEGA	ENTERPRISE FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
WATER & WASTEWATER SERVICES	TIFT COUNTY & CITY OF TIFTON	FEBRUARY 13, 2006 CONTINUING

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

INTERLOCAL AGREEMENT CITY RESOLUTION #2005-055  
 TIFT COUNTY RESOLUTION #2005-017  
 CITY OF TY TY & CITY OF OMEGA PROVIDE THEIR OWN.

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3861 Date completed: 7/17/08

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

If not, provide designated contact person(s) and phone number(s) below:  
LARRY RINER, ASSISTANT CITY MANAGER 229-3861

CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2005-035A

TIFT COUNTY, GEORGIA  
RESOLUTION NO. 2005-14

[Joint Resolution Regarding Interlocal Agreement  
for the Cooperative Provision of Services – Water and Wastewater]

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, AND OF THE BOARD OF COMMISSIONERS OF TIFT COUNTY, GEORGIA AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR THE COOPERATIVE PROVISION OF SERVICES.

WHEREAS, the City of Tifton and Tift County, Georgia, have previously entered into that certain Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually beneficial discussions begun under house Bill 489; and


WHEREAS, the City and County continue to seek the identification of opportunities to eliminate duplicative services and increase the efficiency of service delivery to the citizens and taxpayers of the City and County; and

WHEREAS, the City and County are authorized to provide such services through the vehicle of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983, Article IX, Section III, paragraph 1; and

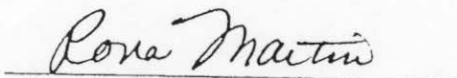
NOW THEREFORE BE IT RESOLVED by the City of Tifton and Tift County, Georgia, acting through the Tifton City Council and the Tift County Board of Commissioners that the City and County enter into Addenda No. 11 [Water and Wastewater] to the hereinabove referenced omnibus Interlocal Agreement [such Addenda being attached hereto as Exhibit A] and incorporated herein by reference, and the respective elected officials of the City of Tifton and Tift County, Georgia, are authorized to execute such agreements.

Read and passed at a joint meeting of the City Council of the City of Tifton and the Board of Commissioners of Tift County, Georgia, held on July 25, 2005.

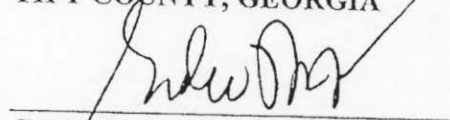
CITY OF TIFTON, GEORGIA

  
Paul O. Johnson, Mayor  
City of Tifton

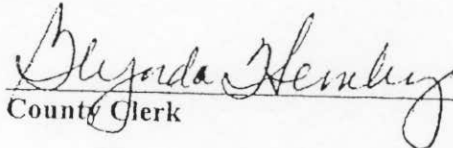
Attest:

  
City Clerk

TIFT COUNTY, GEORGIA

  
Grady Thompson, Chairman  
Board of Commissioners

Attest:

  
County Clerk

## ADDENDA NO. 11 [WATER AND WASTEWATER]

To that certain Interlocal Agreement between the City of Tifton and Tift County dated January 12, 1999.

In a continued effort to increase efficiencies and economies for the citizens and taxpayers of both local governments, the City of Tifton (the "City") and Tift County (the "County") have reached an agreement with regard to the handling of water and wastewater. Effective <sup>August</sup> ~~July~~ 1, 2005, the respective water and wastewater functions of the City and County shall be combined and performed jointly with the operation and cost of such functions being provided as follows:

1. Enterprise Fund: The City shall operate an enterprise fund for water and wastewater which fund shall receive all water and wastewater payments and which shall pay all water and wastewater expenses. This fund shall not be subsidized from the general fund revenues of the City or the County and the City shall set rates accordingly. On or before July 1, 2006, the City and the County shall cooperatively develop and adopt a strategic plan providing for expansion and operation of a joint water/wastewater system in a manner to best serve all residents of the City and the County. As soon as reasonably practicable following the execution of this document, the City and County will work toward a rate schedule to equalize rates [not including basin specific fees designated for capital expenditure retirement] between the City and County water/wastewater systems to insure that the enterprise fund becomes self-sustaining (see Paragraph 9 herein with regard to rates). Capital

expenditure shall be defined and be consistent with the defined term "Capital Extension" as set forth in paragraph 3 hereof.

2. Strategic Planning: The strategic plan referenced in Paragraph 1 above, as well as ongoing strategic planning, will be a joint function of the City and the County. The mutual goal sought by the parties through this planning process will be to determine the best manner to serve the residents of Tift County through a joint water/wastewater system without consideration of whether such residents are located within or outside the geographical limits encompassing the City of Tifton. In determining the proposed timing of expansion of the system, consideration will be given to the needs of all residents of the County, as well as the resources contributed by the City and the County to the enterprise fund. The strategic plan is to be a joint effort of the County and the City and will be recommended by a committee comprised of two elected officials from the City and two elected officials from the County, together with the City Manager and County Manager as ex-officio members of the committee; and, any such recommendation must then be adopted by their respective Council and Commission. The strategic plan will set out as far as reasonably practicable a plan for the long term expansion/operation of the water and wastewater system, but shall allow sufficient administrative flexibility to accommodate developmental expansion by staff without additional authorization. Administrative flexibility and actions pursuant thereto shall be reviewed by the committee herein referenced semi-annually or as needed.

3. Extensions: The City Manager and County Manager and their staffs shall cooperate in developing and implementing "basic extensions" and "system improvements" using the strategic plan as a general guide; but both the City Council and the County Board of



Commissioners must approve any revisions or modifications to the strategic plan as well as any "capital extension" or "economic extension." The terms related to extensions introduced in this paragraph are hereby defined as follows:

Capital Extension: Capital Extension is a programmed/planned extension that is part of a long range capital improvement program for the water and/or wastewater system. The improvements to be constructed are to improve overall operation, enlarge customer base and service area, aid in economic development, and provide fire protection. These projects can be funded through SPLOST, Capital Revenues, and/or Loans/Grants.

Economic Extension: Economic extension is an extension to accommodate a proposed industrial, commercial, or residential customer. These extensions can be funded through Capital Revenues, SPLOST, Loans/Grants, and/or a private developer or individual.

System Improvement: System improvement is an extension or improvement that is part of the current budget year. The project may be an extension or replacement of an existing water or sewer main within the service area. The work is to improve overall quality, eliminate maintenance problems, or improve reliability of the water system. These improvements are to be paid for out of budget funds.

Basic Water Extension: Basic water or sewer extension is a customer requested extension, normally 1,000 feet or less, which accommodates an immediate development of a specific project. This extension is paid for by the customer, the developer or other external sources, but shall not be amortized into basic rates.

4. Budgets: All water and wastewater functions shall be accounted for upon execution of this agreement and creation of the enterprise fund contemplated hereby and all accounting with regard to said functions shall be accomplished through said fund. The appropriate allocation of indirect expenses to this joint service shall be made through the budget of this fund which shall be created annually. Annual audits of the fund shall be obtained in accordance with established requirements as to audits of components of the parties

hereto. The annual operating budget shall be prepared in accordance with established policies and procedures within the City and County. Annually, upon request, an operations report will be presented to the Service Delivery Coordination Committee.

5. Equipment: The County shall allow the City to operate its infrastructure and equipment as part of this agreement; however, the County shall retain title to its infrastructure and equipment. Infrastructure or equipment purchased through the enterprise fund, in the event of termination of this agreement, shall be returned to the City or to the County in proportions equal to revenues received from customers within the City and/or within the unincorporated portions of the County based upon the most recent audited fiscal year or from SPLOST funds contributed by the respective parties. If division is impracticable, such property shall be sold and the proceeds divided proportionately as set forth in this paragraph.

6. Debt: It is the intent of this agreement that debt service as to debts owed by the City and the County associated with their respective water and wastewater functions shall be paid from the enterprise fund anticipated by this agreement.

7. Tift County Water and Sewerage Authority: The County represents and warrants that it holds a long term lease on the equipment used by its water system from the Tift County Water and Sewerage Authority, which owns the equipment and infrastructure referenced in Paragraph 5 hereinabove, and that it will take those legal measures necessary to accommodate this agreement with the City. The County warrants that it has the legal authority to assign its interest in the equipment and infrastructure referenced herein for the specific use contemplated by Paragraph 5 of this Agreement.

8. Personnel: Water and wastewater service functions shall be performed with persons employed by the City. The County Manager shall be authorized to initiate the disciplinary process with respect to any employee involved in these functions should performance with regard to County matters be unacceptable. With respect to personnel, this agreement shall be covered by the provisions of City Resolution 99-13 adopted February 1, 1999 in accord with the Omnibus Interlocal Agreement between the City and the County following House Bill 489 application.

9. Rates: It is the goal of the parties to equalize rates as soon as possible taking into consideration the current respective investment and debt retirement obligations of the parties. The parties currently anticipate that rates can be equalized in the time frame of five to ten years from the effective date of this agreement. A comprehensive rate study shall continue to be held once every five years, but either party may request interim rate studies at any time.

10. Support of Public Utilities: The parties shall support the efforts of each party to maximize customer base for publicly owned utilities through marketing core utilities and infrastructures.

11. Termination: Either party hereto may terminate this agreement upon one (1) years written notice to the chief elected official and manager of the other party. Upon termination, all extra-territorial service agreements in place as of June 1, 2005 shall once again be effective.

Any issue which may devolve in the operation of this service shall be referred to the Service Delivery Coordination Committee for resolution.

Approved by Resolution of the City Council of the City of Tifton on 7/25/05 authorizing the City Manager to execute the within and foregoing Agreement on behalf of the City of Tifton

**CITY OF TIFTON**

BY: Charles H. Howell  
**CHARLES H. HOWELL**  
**CITY MANAGER**

Approved by Resolution of the Board of Commissioners of Tift County, Georgia on 7/25/05 authorizing the County Manager to execute the within and foregoing Agreement on behalf of Tift County, Georgia

**BOARD OF COMMISSIONERS  
OF TIFT COUNTY, GEORGIA**

BY: Bill Park  
**BILL PARK**  
**COUNTY MANAGER**

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CITY OF TIFTON, GEORGIA  
RESOLUTION NO. 2007- 10

[Resolution Regarding Adoption of Strategic Plan in Furtherance of Interlocal Agreement for the Cooperative Provision of Services – Amendment to Water and Wastewater Agreement]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA  
AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR  
THE COOPERATIVE PROVISION OF SERVICES.

*WHEREAS*, the City of Tifton and Tift County, Georgia, have previously entered into the Interlocal Agreement for the Cooperative Provision of Services in accordance with the mutually beneficial discussions begun under House Bill 489; and

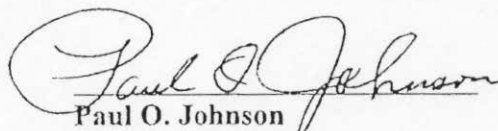
*WHEREAS*, the City and County continue to seek the identification of opportunities to eliminate duplicative services and increase the efficiency of service delivery to the citizens and taxpayers of the City and County; and

*WHEREAS*, the City and County are authorized to provide such services through the vehicle of an interlocal agreement under the provisions of the Constitution of the State of Georgia, 1983, Article IX, Section III, paragraph 1; and

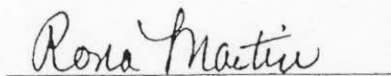
*NOW THEREFORE, BE IT RESOLVED*, by the City of Tifton acting through the Tifton City Council that the City enter with the County into Addenda No. 11A [First Amendment to Water and Wastewater Agreement] to the hereinabove referenced omnibus Interlocal Agreement [such Addenda being attached hereto as **Exhibit A**] and incorporated herein by reference, and the Assistant to the City Manager of the City of Tifton is authorized to execute such agreement.

Read and passed at a meeting of the City Council of the City of Tifton held on the 8<sup>th</sup>  
day of June, 2007.

CITY OF TIFTON, GEORGIA

  
Paul O. Johnson  
Mayor, City of Tifton

Attest:

  
Rona Martin  
Clerk



SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: TIFT

Service: ZONING

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): \_\_\_\_\_

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

CITY OF TIFTON & TIFT COUNTY JOINT, CITY OF OMEGA, CITY OF TY TY

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): \_\_\_\_\_

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

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

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



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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
TIFT COUNTY	GENERAL FUND
CITY OF TIFTON	GENERAL FUND
CITY OF TY TY	GENERAL FUND
CITY OF OMEGA	GENERAL FUND

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

NO CHANGE NECESSARY

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
DEVELOPMENT SUPPORT SERVICES	CITY OF TIFTON & TIFT COUNTY	JUNE 30, 2005 CONTINUING

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

INTERLOCAL AGREEMENT CITY OF TIFTON RESOLUTION #2005-023

CITY OF TY TY AND CITY OF OMEGA ADMINISTER THEIR OWN ZONING

7. Person completing form: LARRY RINER, ASSISTANT CITY MANAGER  
 Phone number: 229-391-3661 Date completed: 7/17/08

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

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

JIM CARTER, COUNTY MANAGER 229-386-7855



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: TIFT

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

NONE- CONSISTENT LAND USE PLANS WERE DEVELOPED BY THE SOUTH GEORGIA RDC ON BEHALF OF TIFT COUNTY AND THE CITIES OF TIFTON, TY TY, AND OMEGA AS PART OF THE GROWTH STRATEGIES PLANNING PROCESS. TIFT COUNTY AND ITS LOCAL JURISDICTION, ALSO HAS A JOINT PLANNING COMMISSION AND COMPATIBLE ZONING ORDINANCES.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- amendments to existing comprehensive plans
- adoption of a joint comprehensive plan
- other measures (amend zoning ordinances, add environmental regulations, etc.)

*Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.*

If "other measures" was checked, describe these measures:

N/A

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.

CITY OF TIFTON AND TIFT COUNTY CURRENTLY EXERCISE THE PROCESS FOR ZONING AND ANNEXATION CONSISTANT WITH STATE LAW.

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?

THE JURISDICTIONS OF TIFT COUNTY ADOPTED AN INTERLOCAL AGREEMENT THAT ADDRESS ALL WATER & WASTWATER SERVICES. RESOLUTION # 2005-55 CITY OF TIFTON, RESOLUTION #2005-017 TIFT COUNTY

5. Person completing form: LARRY RINER

Phone number: 229-391-3861 Date completed: 7/17/08

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions?  Yes  No

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



**SERVICE DELIVERY STRATEGY UPDATE  
CERTIFICATIONS**

Instructions:

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

**UPDATED SERVICE DELIVERY STRATEGY FOR TIFT COUNTY**

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

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

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

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

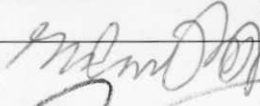
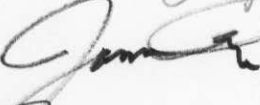
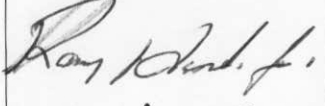
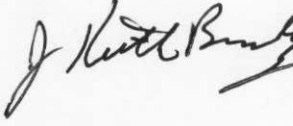
If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
- any supporting local agreements pertaining to each of these services that has been revised/updated; and
- an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.

- 2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
- 3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
- 4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
- 5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));

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

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

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	GRADY THOMPSON	CHAIRMAN	TIFT COUNTY	10/28/08
	J. G. "JAMIE" CATER, JR.	MAYOR	CITY OF TIFTON	10/28/08
	RAY HUNT	MAYOR	CITY OF OMEGA	10/28/08
	KEITH BEASLEY	MAYOR	CITY OF TY TY	10/28/08



**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:** TIFT

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2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

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- 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:

N/A

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.

CITY OF TIFTON AND TIFT COUNTY CURRENTLY EXERCISE THE PROCESS FOR ZONING AND ANNIXATION CONSISTANT WITH STATE LAW.

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?

THE JURISDICTIONS OF TIFT COUNTY ADOPTED AN INTERLOCAL AGREEMENT THAT ADDRESS ALL WATER & WASTWATER SERVICES. RESOLUTION # 2005-55 CITY OF TIFTON, RESOLUTION #2005-017 TIFT COUNTY

5. Person completing form: LARRY RINER

Phone number: 229-391-3861 Date completed: 7/17/08

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions?  Yes  No

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