

2009

Cherokee County Service Delivery

The Cherokee County Board of Commissioners (BOC) desires to work in partnership with the cities to develop a Service Delivery Strategy for submittal to DCA in accordance with Georgia Law

Cherokee County Board of Commissioners
01/20/2009





GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR CHEROKEE

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.

Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Waleska, and City of Woodstock

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Fire & Emergency Services
 Land Use Dispute Process



**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 Cherokee 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.

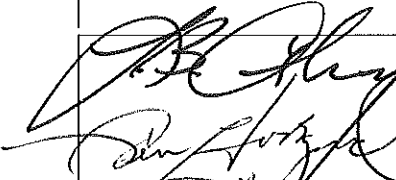
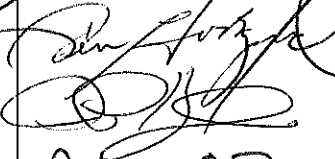
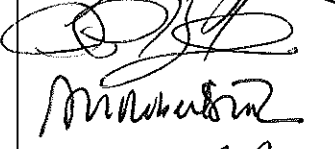
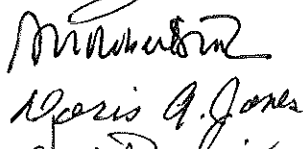
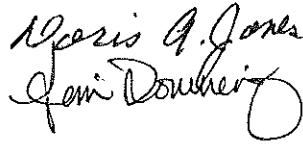
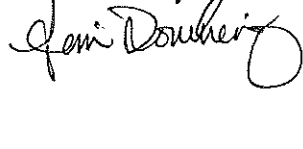
If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- 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))¹ 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).

¹If 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:
	L.B. "Buzz" Ahrens, Jr.	Chairman	Cherokee County	1/20/09
	Gene Hobgood	Mayor	Canton	1/20/09
	Donnie Henriques	Mayor	Woodstock	1/20/09
	A.R. Roberts	Mayor	Ball Ground	1/20/09
	Doris A. Jones	Mayor	Waleska	1/20/09
	Tim Downing	Mayor	Holly Springs	1/20/09



SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require updating of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

County: Cherokee

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

Cherokee County and the cities of Ball Ground and Waleska adopted a joint comprehensive plan. The cities of Canton, Holly Springs and Woodstock adopted independent comprehensive plans. Current law allows cities to annex without zoning if they adopt the county zoning code and regulations. Cities adopt separate zoning codes and regulations that may conflict with the county zoning code and regulations.

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:

The Cities of Ball Ground and Waleska, and Cherokee County adopted a Joint Comprehensive Plan. The Cities of Canton, Holly Springs and Woodstock each adopted comprehensive plans for each of their jurisdictions.

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.

In accordance with "Annexation Notification and Land Use Dispute Resolution Process" attached.

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?

Water and Sewer Service Districts established and agreements executed.

5. Person completing form: Jerry W. Cooper, County Manager

Phone number: (678) 493-6001 Date completed: February 1, 2009

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:

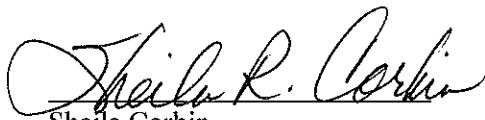
ANNEXATION NOTIFICATION AND LAND USE DISPUTE RESOLUTION AGREEMENT

This Annexation Notification and Land Use Dispute Resolution Agreement (the "Agreement") is made this 30 day of January, 2009, by and between Cherokee County, Georgia ("County") and the City of Waleska, Georgia ("City").

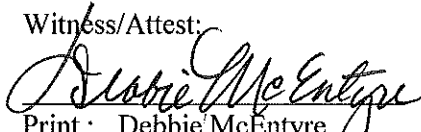
The City and County hereby agree to implement the following process for providing notification of annexations and for resolving land use disputes related to annexations:

1. Upon acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation, the City will notify the County government of the proposed annexation, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia, and as such law may be amended from time to time, by way of a letter substantially conforming to the form attached hereto as Exhibit "A", as well as providing the County with a copy of the annexation application, the rezoning petition (if applicable), and a completed Annexation Notification Form, in the form attached hereto as Exhibit "B".
2. Any dispute related to the proposed land use for the area to be annexed shall be resolved in accordance with the procedures set forth in O.C.G.A. § 36-36-110 *et seq.*, or as such law may be amended from time to time.
3. This Annexation Notification and Land Use Dispute Resolution Agreement shall become effective on the date first shown above, and shall remain in force and effect until amended in writing by agreement of each party or unless otherwise terminated by operation of law.
4. To the extent that provision of information according to the terms of this Agreement exceeds the obligations for provision of information under the relevant state law, the City and County agree that any failure on the part of the City to meet such excess requirements, if such exists, shall not be utilized by the County as grounds to challenge the legality of an annexation.

Witness/Attest:

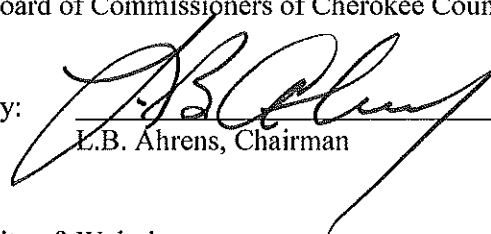

Sheila Corbin
County Clerk

Witness/Attest:


Print: Debbie McEntyre
City Clerk

Board of Commissioners of Cherokee County

By:


L.B. Ahrens, Chairman



City of Waleska

By:



Doris A. Jones, Mayor

EXHIBIT "A"

[*City's letterhead*]

The Board of County Commissioners of Cherokee County

Dear Commissioners:

Please be advised that the City of _____, Georgia, by the authority vested in the Mayor and the Council of the City of _____, Georgia by Article ____ (*specify 2, 3, 4, or 6*) of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of _____, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia.

[*Insert description of the property to be annexed and describe proposed zoning and land use for area to be annexed.*]

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify [the governing authority of the City of _____], in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

A public hearing on zoning of the property to be annexed as (*insert zoning classification*) will be held (*insert time and place*). If the County has an objection under O.C.G.A. § 36-36-110, *et. seq.*, in accordance with the objection and resolution process, you must notify _____ [*Identify appropriate city official*] within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Mayor, City Mgr., City Clerk,
or other designated officer

EXHIBIT "B"

ANNEXATION NOTIFICATION FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).

2. How many landowners/parcels will be included?

3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals) and attach a copy of the development plan.

6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by: _____(print)

Signature: _____ Date:_____


ANNEXATION NOTIFICATION AND LAND USE DISPUTE RESOLUTION AGREEMENT

This Annexation Notification and Land Use Dispute Resolution Agreement (the "Agreement") is made this 30 day of January, 2009, by and between Cherokee County, Georgia ("County") and the City of Ball Ground, Georgia ("City").

The City and County hereby agree to implement the following process for providing notification of annexations and for resolving land use disputes related to annexations:

1. Upon acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation, the City will notify the County government of the proposed annexation, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia, and as such law may be amended from time to time, by way of a letter substantially conforming to the form attached hereto as Exhibit "A", as well as providing the County with a copy of the annexation application, the rezoning petition (if applicable), and a completed Annexation Notification Form, in the form attached hereto as Exhibit "B".
2. Any dispute related to the proposed land use for the area to be annexed shall be resolved in accordance with the procedures set forth in O.C.G.A. § 36-36-110 *et seq.*, or as such law may be amended from time to time.
3. This Annexation Notification and Land Use Dispute Resolution Agreement shall become effective on the date first shown above, and shall remain in force and effect until amended in writing by agreement of each party or unless otherwise terminated by operation of law.
4. To the extent that provision of information according to the terms of this Agreement exceeds the obligations for provision of information under the relevant state law, the City and County agree that any failure on the part of the City to meet such excess requirements, if such exists, shall not be utilized by the County as grounds to challenge the legality of an annexation.

Witness/Attest:

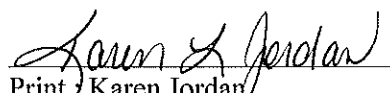

Sheila Corbin
County Clerk

Board of Commissioners of Cherokee County

By: 
L.B. Ahrens, Chairman



Witness/Attest:


Print / Karen Jordan
City Clerk

City of Ball Ground


By: 
A.R. (Rick) Roberts, III, Mayor

EXHIBIT "A"

[*City's letterhead*]

The Board of County Commissioners of Cherokee County

Dear Commissioners:

Please be advised that the City of _____, Georgia, by the authority vested in the Mayor and the Council of the City of _____, Georgia by Article ____ (*specify 2, 3, 4, or 6*) of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of _____, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia.

[*Insert description of the property to be annexed and describe proposed zoning and land use for area to be annexed.*]

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify [the governing authority of the City of _____], in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

A public hearing on zoning of the property to be annexed as (*insert zoning classification*) will be held (*insert time and place*). If the County has an objection under O.C.G.A. § 36-36-110, *et. seq.*, in accordance with the objection and resolution process, you must notify _____ [*Identify appropriate city official*] within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Mayor, City Mgr., City Clerk,
or other designated officer

EXHIBIT "B"

ANNEXATION NOTIFICATION FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).

2. How many landowners/parcels will be included?

3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals) and attach a copy of the development plan.

6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by: _____ (print)

Signature: _____ Date: _____


ANNEXATION NOTIFICATION AND LAND USE DISPUTE RESOLUTION AGREEMENT

This Annexation Notification and Land Use Dispute Resolution Agreement (the "Agreement") is made this 30 day of January, 2009, by and between Cherokee County, Georgia ("County") and the City of Canton, Georgia ("City").

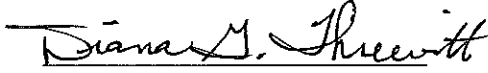
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1. Upon acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation, the City will notify the County government of the proposed annexation, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia, and as such law may be amended from time to time, by way of a letter substantially conforming to the form attached hereto as Exhibit "A", as well as providing the County with a copy of the annexation application, the rezoning petition (if applicable), and a completed Annexation Notification Form, in the form attached hereto as Exhibit "B".
2. Any dispute related to the proposed land use for the area to be annexed shall be resolved in accordance with the procedures set forth in O.C.G.A. § 36-36-110 *et seq.*, or as such law may be amended from time to time.
3. This Annexation Notification and Land Use Dispute Resolution Agreement shall become effective on the date first shown above, and shall remain in force and effect until amended in writing by agreement of each party or unless otherwise terminated by operation of law.
4. To the extent that provision of information according to the terms of this Agreement exceeds the obligations for provision of information under the relevant state law, the City and County agree that any failure on the part of the City to meet such excess requirements, if such exists, shall not be utilized by the County as grounds to challenge the legality of an annexation.

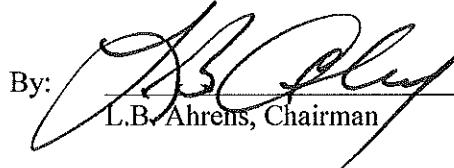
Witness/Attest:


Sheila Corbin
County Clerk

Witness/Attest:


Print : Diana G. Threewitt
City Clerk

Board of Commissioners of Cherokee County

By: 
L.B. Ahrens, Chairman



City of Canton

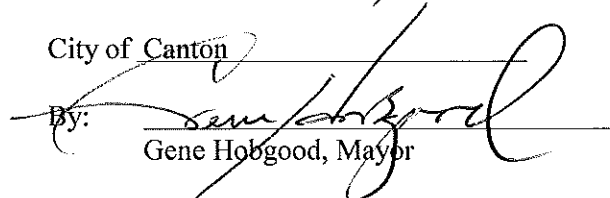
By: 
Gene Hobgood, Mayor

EXHIBIT "A"

[*City's letterhead*]

The Board of County Commissioners of Cherokee County

Dear Commissioners:

Please be advised that the City of _____, Georgia, by the authority vested in the Mayor and the Council of the City of _____, Georgia by Article ____ (*specify 2, 3, 4, or 6*) of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of _____, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia.

[*Insert description of the property to be annexed and describe proposed zoning and land use for area to be annexed.*]

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify [the governing authority of the City of _____], in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

A public hearing on zoning of the property to be annexed as (*insert zoning classification*) will be held (*insert time and place*). If the County has an objection under O.C.G.A. § 36-36-110, *et. seq.*, in accordance with the objection and resolution process, you must notify _____ [*Identify appropriate city official*] within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Mayor, City Mgr., City Clerk,
or other designated officer

EXHIBIT "B"

ANNEXATION NOTIFICATION FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).

2. How many landowners/parcels will be included?

3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals) and attach a copy of the development plan.

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Form completed by: _____(print)

Signature: _____ Date:_____


ANNEXATION NOTIFICATION AND LAND USE DISPUTE RESOLUTION AGREEMENT

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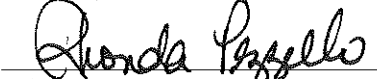
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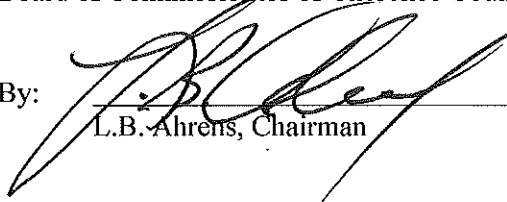
Witness/Attest:


Sheila Corbin
County Clerk

Witness/Attest:


Print : Rhonda Pezzello
City Clerk

Board of Commissioners of Cherokee County

By: 
L.B. Ahrens, Chairman



City of Woodstock

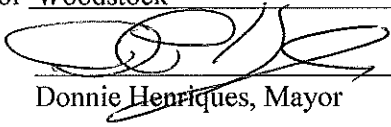
By: 
Donnie Henriques, Mayor

EXHIBIT "A"

[*City's letterhead*]

The Board of County Commissioners of Cherokee County

Dear Commissioners:

Please be advised that the City of _____, Georgia, by the authority vested in the Mayor and the Council of the City of _____, Georgia by Article ____ (*specify 2, 3, 4, or 6*) of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

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Sincerely,

Mayor, City Mgr., City Clerk,
or other designated officer

EXHIBIT "B"

ANNEXATION NOTIFICATION FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).

2. How many landowners/parcels will be included?

3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals) and attach a copy of the development plan.

6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by: _____(print)

Signature: _____ Date:_____

RESOLUTION


ANNEXATION NOTIFICATION AND LAND USE DISPUTE RESOLUTION AGREEMENT

This Annexation Notification and Land Use Dispute Resolution Agreement (the "Agreement") is made this 22nd day of January 2009, by and between Cherokee County, Georgia ("County") and the City of Holly Springs, Georgia ("City").

The City and County hereby agree to implement the following process for providing notification of annexations and for resolving land use disputes related to annexations:

1. Upon acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation, under Chapter 36 of Title 36 of the Official Code of Georgia Annotated, the City will notify the County government of the proposed annexation, as required under O.C.G.A. § 36-36-7, in accordance with Chapter 36 of Title 36 of the Official Code of Georgia, and as such law may be amended from time to time, by way of a letter substantially conforming to the form attached hereto as Exhibit "A", as well as providing the County with a copy of the annexation application, the rezoning petition (if applicable), and a completed Annexation Notification Form, in the form attached hereto as Exhibit "B".
2. If the County has an objection to the proposed land use of the area to be annexed, such objection shall be made in accordance with O.C.G.A. § 36-36-113
3. Any dispute related to the proposed land use for the area to be annexed shall be resolved in accordance with the procedures set forth in O.C.G.A. § 36-36-110 *et seq.*, or as such law may be amended from time to time.
4. This Annexation Notification and Land Use Dispute Resolution Agreement and shall become effective on the date first shown above, and shall remain in force and effect until amended in writing by agreement of each party or unless otherwise terminated by operation of law.
5. To the extent that provision of information according to the terms of this Agreement exceeds the obligations for provision of information under the relevant state law, the City and County agree that any failure on the part of the City to meet such excess requirements, if such exists, shall not be utilized by the County as grounds to challenge the legality of an annexation.

Witness/Attest:


Sheila Corbin
County Clerk

Witness/Attest:


Print: Karen Norred
City Clerk

Board of Commissioners of Cherokee County

By: 
L.B. Ahrens, Chairman

City of Holly Springs, Georgia

By: 
Timothy Downing, Mayor

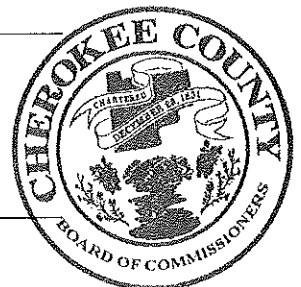


EXHIBIT "A"

[*City's letterhead*]

The Board of County Commissioners of Cherokee County

Dear Commissioners:

Please be advised that the City of _____, Georgia, by the authority vested in the Mayor and the Council of the City of _____, Georgia by Article ____ (*specify 2, 3, 4, or 6*) of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of _____, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111. Chapter 36 of Title 36 of the Official Code of Georgia.

[*Insert description of the property to be annexed and describe proposed zoning and land use for area to be annexed.*]

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify [the governing authority of the City of _____], in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-4 a A public hearing on zoning of the property to be annexed as (*insert zoning classification*) will be held (*insert time and place*). If the County has an objection under O.C.G.A. § 36-36-113110, *et. seq.*, in accordance with the objection and resolution process, you must notify _____ [*Identify appropriate city official*] within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Mayor, City Mgr., City Clerk,
or other designated officer

EXHIBIT "B"

ANNEXATION NOTIFICATION FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).

2. How many landowners/parcels will be included?

3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals) and attach a copy of the development plan.

6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by: _____ (print)

Signature: _____

Date: _____



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: Cherokee

Service: Fire & Emergency Services

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

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

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

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

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

Cherokee County provides service within the jurisdictions of Holly Springs, Walaska and Ball Ground, while Canton and Woodstock provide service within their incorporated boundaries

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>
Unincorporated Cherokee County	Special District Taxes
Ball Ground and Waleska	Special District Taxes per agreement
Holly Springs	General Fund
Canton	General Fund

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

Holly Springs agreement expires on December 31, 2008 and a modified agreement has been executed, effective January 1, 2009. In addition, a Canton fire and emergency services agreement is drafted for delivery of service to be executed by December 31, 2008. No substantial changes in Ball Ground and Waleska arrangements. Ball Ground has expressed interest in donating property to the County for construction of a replacement fire station. Formal agreements to be executed.

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>
Automatic Aid Agreement	County and City of Woodstock	July 28, 1998 ad infinitum
Fire & Emergency Services Agreement	County and City of Canton	January 1, 2009
Agreement of Mutual Aid	County and Cities	January 6, 2006 ad infinitum
Fire & Emergency Services Agreement	County and City of Holly Springs	January 1, 2009 - December 31, 2013

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?

Resolution/Intergovernmental agreements between County and Cities of Ball Ground and Waleska for fire and emergency services.

7. Person completing form: Jerry W. Cooper, County Manager
 Phone number: (678) 493-6001 Date completed: February 1, 2009

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

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

FIRE & EMERGENCY SERVICES AGREEMENT
Between
CHEROKEE COUNTY AND
CITY OF HOLLY SPRINGS

This Agreement is made and entered into this 1st day of January, 2009, by and between the CHEROKEE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "County", and the CITY OF HOLLY SPRINGS, hereinafter referred to as "City", both existing under the laws of the State of Georgia.

WHEREAS, the County presently furnishes certain fire and emergency services within its boundaries and the City, including fire suppression, rescue, hazardous material response, fire prevention, emergency medical services (life support), as well as administrative services necessary to support said programs; and,

WHEREAS, the City is desirous of contracting for fire and emergency services for the City of Holly Springs; and,

WHEREAS, The Georgia Constitution *Art. IX, § III, Para. I* authorizes local governments to enter into agreements for joint or cooperative action; and,

WHEREAS, the parties desire to provide for a more effective, and economical and efficient means of provide fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2009 and ending on the 1st day of January, 2014, unless said term shall be extended by mutual agreement or terminated as outlined in Article 15.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate Limits of the City of Holly Springs, State of Georgia, as amended through annexation during the term of this agreement. The expectation is that working jointly the parties will improve protection class rating from five (5) to (4) within the contract period.

3. THE CITY SHALL:

- a. Pay to the County compensation equivalent to the current millage rate of 2.742, or the rate charged unincorporated property, based on 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest less Exemptions M&O) for the Holly Springs Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (Example attached hereto and marked Exhibit "A"). Payment is due to the County by May 1 each year for services provided. For example: Services provided by the County for calendar year 2009 shall be based on the 2008 tax digest attached hereto and marked Exhibit "A" (340,709,471 x 2.742) due May 1, 2009.

- b. Property values within Tax Allocation Districts for services provided are based on 100% of 2“Net M&O Tax Digest 40% Value” and are not frozen for the purpose of withholding payments from the County to be applied to TAD bond obligations.
- c. The County and City mutually agree to provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required.
- d. Notify the County Fire Chief by e-mail in the event the City shall make any changes in the road or street network within the City, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the City.
- e. The City agrees to work cooperatively with the County to maintain an ISO protection class rating of five (5) and accomplish the goal toward a rating of four (4).
- f. The city and county will mutually decide on the need for capital additions and replacements at stations serving the city, and will negotiate a fair and reasonable sharing of such capital costs.

4. THE COUNTY SHALL:

- a. Respond to all emergency fire, hazardous material, and lifesaving related alarms within the City in a time intended not to exceed eight (8) minutes, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County. The County agrees to work cooperatively with the City to maintain an ISO protection class rating of five (5) for the fire department, but will not guarantee a rating of five (5) if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain a protection class rating of five (5) or achieve a rating of four (4).
- b. During the term of this contract, staffing at Station 8 will be determined by the Fire Chief, in consultation with the City Manager, based on acceptable industry standards. Staffing levels will be sufficient to provide the services identified in this agreement. The County will assure minimum staffing of an average of three (3) fully qualified and trained firefighters twenty four (24) hours per day seven (7) days a week through December 31, 2010. The County will provide minimum staffing of an average of four (4) fully qualified and trained firefighters twenty four (24) hours per day seven (7) days a week from January 1, 2011 through the term of this agreement.
- c. The County will assure an ambulance (squad) is assigned and deployed from Station 3, 8, 23 or 24 to respond to ALS alarms.
- d. It is specifically understood and agreed that the County will, in responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 3, 8, 23 and 24.
- e. Agrees to discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.

- f. Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the city and the County from Stations 3, 8, 23 and 24.
- g. Officially include the Holly Springs Volunteer Fire Department in the protection plan for the City to include their acknowledgement, and reasonable funding assistance for equipment and pagers contingent upon funding appropriated by the Board of Commissioners. In addition, offer office space and training.

5. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the parties agrees that, insofar as it is authorized to do so, from time to time, under the laws of the State of Georgia, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

6. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance providing property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City, as mutually agreed to by the City Manager and Fire Chief, and operated by the County and/or the Holly Springs Volunteer Fire Department. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

7. ENFORCEMENT OF CODES:

- a. The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce building and fire codes at a level at least equal to the codes and enforcement provided by Cherokee County within the County, or required State of Georgia minimum codes in accordance with Georgia Law.
- b. It is acknowledged by the parties that the County has assumed no duty to provide code enforcement building or fire inspection services that might be required under Georgia Law or any ordinance of the City. It is further acknowledged that the parties recognize the County, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City unless authorized by intergovernmental agreement.
- c. The County will provide a credit, not to exceed \$15,000, to be applied against annual compensation paid by the City for fire and emergency services toward the cities cost for fire plan review and inspections to ensure compliance with Georgia minimum fire codes. The credit will be provided as follows: 2009 (\$11,500); 2010 (\$12,100); 2011 (\$12,700); 2012 (\$13,400); 2013 (\$15,000).

8. DEFAULT:

Failure by either party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other party to declare a default.

Should either party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing

party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

9. WAIVER:

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

10. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement shall commence not later than six (6) months prior to the expiration of this Agreement.

11. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both parties.

12. TERMINATION:

This Agreement may be terminated by either party when that party gives notice to the other party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement.

13. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

14. BENEFITS:

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons.

15. MUTUAL AID AGREEMENT:

If this agreement is cancelled or not renewed for any reason, the parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

16. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

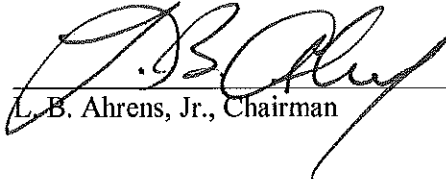
To the City:

City Manager
P.O. Box 990
3235 Holly Springs Parkway
Holly Springs, GA 30142

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the Cherokee County Board of Commissioners this 20th day of January, 2009.

CHEROKEE COUNTY



L. B. Ahrens, Jr., Chairman

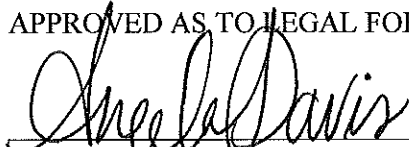


ATTEST:



Sheila R. Corbin, County Clerk

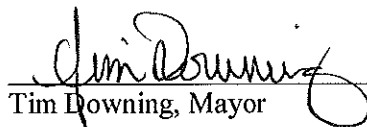
APPROVED AS TO LEGAL FORM:



Angela Davis, County Attorney
JARRARD & DAVIS, LLC.

APPROVED by the Mayor and Council of the City of Holly Springs this 22nd day of January, 2009

CITY OF HOLLY SPRINGS



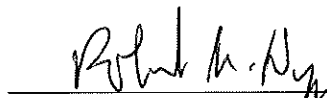
Tim Downing, Mayor

ATTEST:



Karen Norred, City Clerk

APPROVED AS TO LEGAL FORM:



Bobby Dyer, City Attorney

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GEORGIA DEPARTMENT OF REVENUE Local Government Services Division County Digest Section	2008 TAX DIGEST CONSOLIDATED SUMMARY
--	---

County: CHEROKEE County #: 028 Tax District: HOLLY SPRINGS
 Dist #: 16 Assessment %: 040 Tot Parcels: 4273

RESIDENTIAL				UTILITY			
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value
R1	2,808		161,327,240	U1			
R3	3,772	964	62,087,840	U2	8		5,021,200
R4	37	256	289,440	U3			
R5	4	179	1,416,280	U4			
R6				U5			
R7				U7			
R9				U9			
RA				UA			
RB	38		109,454	UB			
RF				UF			
RI				UZ			
RZ							
RESIDENTIAL TRANSITIONAL				EXEMPT PROPERTY			
Code	Count	Acres	40% Value	Code	Count	40% Value	
T1				E0			
T3				E1	26	2,345,560	
T4				E2	7	2,046,240	
				E3	2	100,960	
HISTORIC				E4			
Code	Count	Acres	40% Value	E5			
H1				E6	4	2,599,000	
H3				E7			
AGRICULTURAL				E8			
Code	Count	Acres	40% Value	E9			
A1	128		4,752,680				
A3	116	114	2,417,120				
A4	41	293	4,047,960				
A5	8	337	3,749,400				
A6	3		73,400				
A7							
A9							
AA							
AB							
AF							
AI							
AZ							
PREFERENTIAL							
Code	Count	Acres	40% Value				
P3							
P4							
P5							
P6							
P7							
P9							
CONSERVATION USE							
Code	Count	Acres	40% Value				
V3							
V4	8	98	1,192,160				
V5	9	312	2,819,320				
V6							
BROWNFIELD PROPERTY							
Code	Count	Acres	40% Value				
B1							

TOTAL 39 7,091,760
 HOMESTEAD AND PROPERTY EXEMPTIONS

Code	Count	M&O	Bond
S1			
SC			
S2			
S3			
S4			
S5	3	150,000	
SD			
SS			
SE			
SG			
S6			
S7			
S8			
S9			
SF	11	3,506,219	
SA			
SB			
SP	84	108,852	
SH			
ST			
SV	17	3,900,840	
SW			
SX			

DO NOT USE CODES L1-L9 ON STATE SHEET

B3				L1			
B4				L2			
B5				L3			
B6				L4			
				L5			
				L6			
				L7			
				L8			
				L9			
ENVIRONMENTALLY SENSITIVE							
Code	Count	Acres	40% Value				
W3							
W4							
W5							
COMMERCIAL				TOTAL	115 7,665,911		
Code	Count	Acres	40% Value				
C1	149		25,750,480				
C3	155	180	8,607,080	Code	Count	Acres	40% Value
C4	22	146	8,964,000	Residential	6,659	1,399	225,230,254
C5	2	82	4,209,040	Residential			
C7				Transitional			
C9				Historical			
CA				Agricultural	296	744	15,040,560
CB				Preferential			
CF	286		7,418,581	Conservation			
CI	109		6,120,081	Use	17	410	4,011,480
CP	6		1,766,349	Brownfield			
CZ				Property			
INDUSTRIAL				Environmentally			
Code	Count	Acres	40% Value	Sensitive			
I1	77		10,925,840	Commercial	729	408	62,835,611
I3	76	98	4,940,040	Industrial	180	189	22,116,487
I4	11	53	1,996,640	Utility	8		5,021,200
I5	1	38	602,400	Motor Vehicle	3,496		14,005,910
I7				Mobile Home	58		113,880
I9				Timber 100%			
IA				Heavy			
IB				Equipment			
IF	6		1,601,036	Gross Digest	11,443	3,150	348,375,382
II	4		310,661	Exemptions			
IP	5		1,739,870	Bond			
IZ				Net Bond Digest			348,375,382
				Gross Digest	11,443	3,150	348,375,382
				Exemptions-			
				M&O			7,665,911
				Net M&O Digest			340,709,471
TAX LEVIED							
				TYPE	ASSESSED	MILLAGE	TAX
					VALUE		
				M & O	340,709,471		
				BOND	348,375,382		

[Return](#)

FIRE & EMERGENCY SERVICES AGREEMENT
Between
CHEROKEE COUNTY AND
CITY OF CANTON

This Agreement is made and entered into this 1st day of January, 2009, by and between the CHEROKEE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "County", and the CITY OF CANTON, hereinafter referred to as "City", both existing under the laws of the State of Georgia.

WHEREAS, the County presently furnishes certain fire and emergency services within its boundaries and provides automatic aid to the City, including fire suppression, rescue, hazardous material response, and emergency medical services (life support); and,

WHEREAS, the City is desirous of contracting for joint fire and emergency services for the City of CANTON for services provided from the future Laurel Canyon fire station; and,

WHEREAS, The Georgia Constitution *Art. IX, § III, Para. I* authorizes local governments to enter into agreements for joint or cooperative action; and,

WHEREAS, the parties desire to provide for a more effective, and economical and efficient means of provide fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of twenty (20) years, commencing on January 1, 2009 and ending on the 1st day of January, 2029, unless said term shall be extended by mutual agreement or terminated as outlined in Article 15.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate Limits of the City of CANTON, State of Georgia, as amended through annexation during the term of this agreement. The expectation is that working jointly the parties will maintain or improve protection class rating within the contract period.

3. THE CITY SHALL:

- a. Pay for construction of the Laurel Canyon fire station.
- b. During the term of this contract, the City will assure minimum staffing of an average of two (2) fully qualified and trained fire fighters twenty four (24) hours per day seven (7) days a week.
- c. Respond to all emergency fire, hazardous material, and lifesaving related alarms within the established Laurel Canyon service area, and provide automatic aid within unincorporated Cherokee County.

- d. Notify the County Fire Chief by e-mail in the event the City shall make any changes in the road or street network within the City, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the City.
- e. The City agrees to work cooperatively with the County to maintain an ISO protection class rating of four (4).
- f. The City agrees to pay 50% of the cost of maintaining the Laurel Canyon Station, including but not limited to: utilities, capital replacement, and maintenance.
- g. The property deed shall identify city and county joint ownership of Laurel Canyon Fire Station.
- h. Work cooperatively with the county for location of a fire station near the Hwy 140 and SR 20 access road (near Northside Hospital-Cherokee and Sembler developments).
- i. The city and county will mutually decide on the need for capital additions and replacements at stations serving the city, and will negotiate a fair and reasonable sharing of such capital costs.

4. THE COUNTY SHALL:

- a. Respond to all emergency fire, hazardous material, and lifesaving related alarms within the established Laurel Canyon service area, and provide automatic aid within incorporated Canton.
- b. Provide payment to the City in the amount of \$500,000 to off-set the cost of construction of the Laurel Canyon Station. Payment shall be made during construction of said station.
- c. During the term of this contract, the County will assure minimum staffing of an average of two (2) fully qualified and trained firefighters twenty four (24) hours per day seven (7) days a week.
- d. The County will assure an ambulance (squad) is assigned and deployed from the Laurel Canyon Fire Station to respond to ALS alarms.
- e. It is specifically understood and agreed that the County will, in responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from various Stations throughout the County and City.
- f. Provide annual reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and the ratio of calls inside the city and the County from the Laurel Canyon Station.
- g. The County agrees to pay 50% of the cost of maintaining the Laurel Canyon Station, including but not limited to: utilities, capital replacement, and maintenance.
- h. When the Laurel Canyon Station is constructed and a certificate of occupancy is issued by the City, the County will relocate County Station 9 staffing, equipment and apparatus to the Laurel Canyon Fire Station, including any volunteers.

- i. When the fire station on the Hwy 140 and SR 20 access road is constructed and a certificate of occupancy is issued by the City, the County will relocate County Station 3 staffing, equipment and apparatus to the new fire station.

5. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the parties agrees that, insofar as it is authorized to do so, from time to time, under the laws of the State of Georgia, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

6. LIABILITY INSURANCE:

During the term of this Agreement the parties shall provide each with a certificate of insurance providing property damage, collision and liability insurance coverage for the Laurel Canyon Fire Station. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

7. WAIVER:

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

8. CONTRACT RENEWAL:

The contract will automatically renew for a period of twenty (20) years unless the county is notified by the City no later than twelve (12) months prior to the expiration of this Agreement.

9. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both parties.

10. TERMINATION:

This Agreement may be terminated by either party when that party gives notice to the other party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement. If the City terminates the contract prior to the expiration, the City shall reimburse the County \$500,000.

11. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be

construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

12. BENEFITS:

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons.

13. MUTUAL AID AGREEMENT:

If this agreement is cancelled or not renewed for any reason, the parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

14. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

To the City:

City Manager
151 Elizabeth Street
Canton, GA 30114

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the Cherokee County Board of Commissioners this ____ day of January, 2009.

CHEROKEE COUNTY

L. B. Ahrens, Jr., Chairman

ATTEST:

Sheila R. Corbin, County Clerk

APPROVED AS TO LEGAL FORM:

Angela Davis, County Attorney
JARRARD & DAVIS, LLC.

APPROVED by the Mayor and Council of the City of CANTON this ____ day of January, 2009

CITY OF CANTON

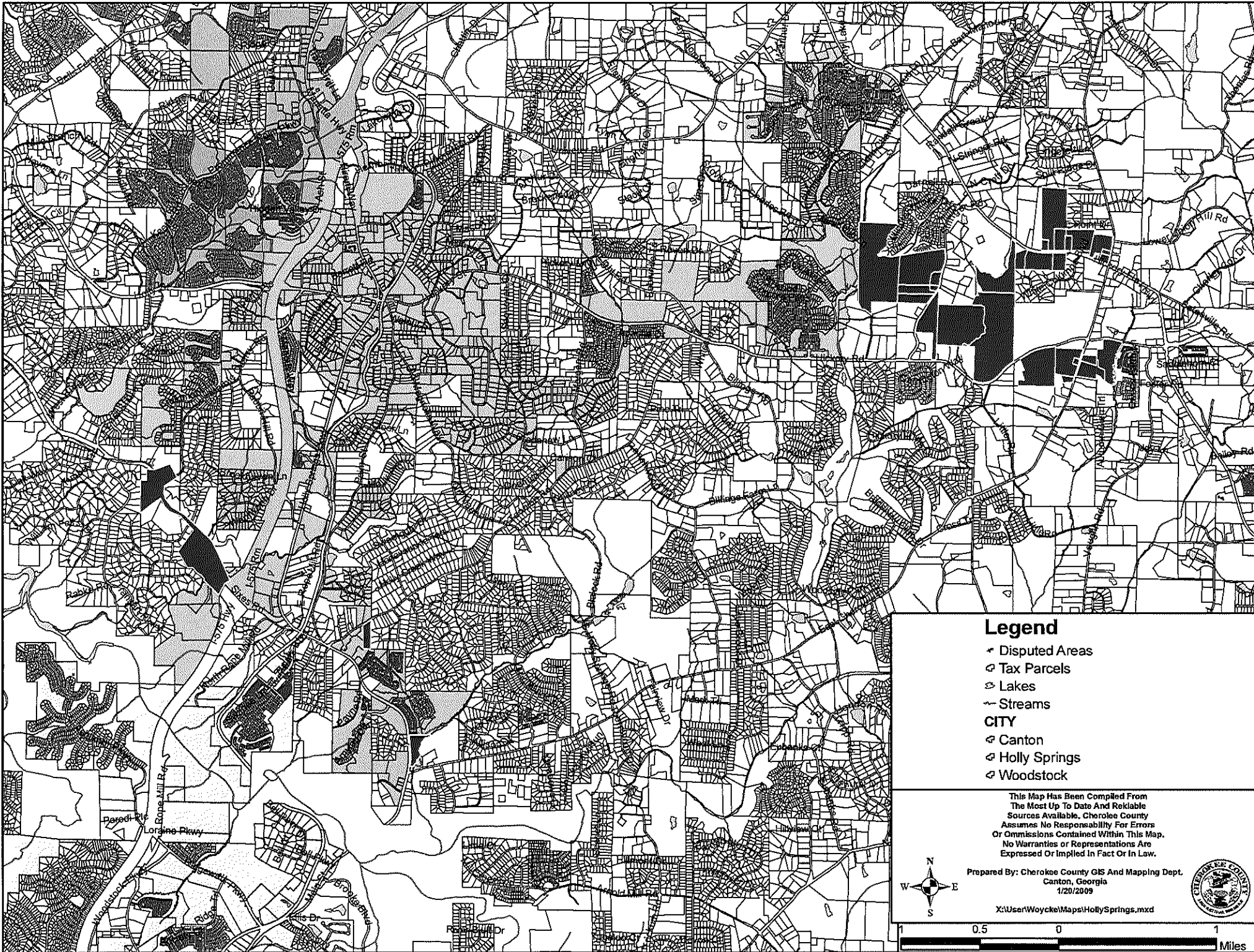
Gene Hobgood, Mayor

ATTEST:

Diane Threewit, City Clerk

APPROVED AS TO LEGAL FORM:

Billy Hasty, City Attorney



Legend

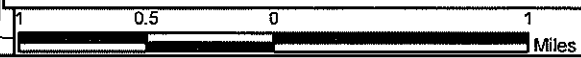
- ◀ Disputed Areas
- ⊡ Tax Parcels
- ⊡ Lakes
- ~ Streams
- CITY**
- ⊡ Canton
- ⊡ Holly Springs
- ⊡ Woodstock

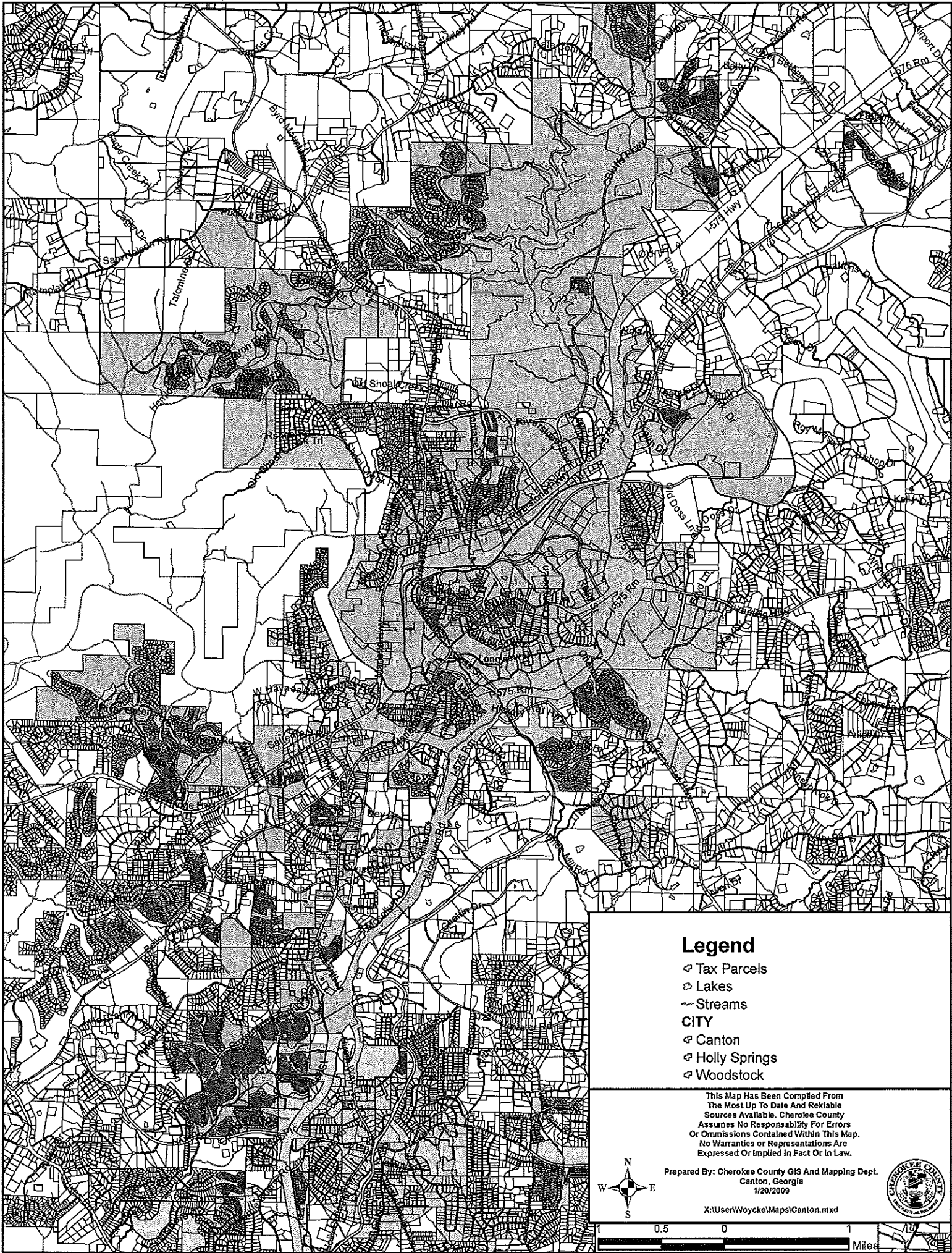
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Prepared By: Cherokee County GIS And Mapping Dept.
 Canton, Georgia
 1/20/2009

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Legend

- ☐ Tax Parcels
- ☉ Lakes
- ~ Streams
- CITY**
- ☐ Canton
- ☐ Holly Springs
- ☐ Woodstock

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