



COUNTY: COWETA

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms 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/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p style="text-align: center;"><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p style="text-align: center;"><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE:** ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

- Coweta County
- City of Chattahoochee Hills
- City of Grantville
- City of Haralson
- Town of Moreland
- City of Newnan
- City of Palmetto
- City of Senoia
- Town of Sharpsburg
- Town of Turin
- Coweta County Development Authority/Development Authority of Coweta County
- Coweta County Hospital Authority
- Coweta County Water and Sewerage Authority
- City of Grantville Downtown Development Authority
- Newnan-Coweta County Airport Authority
- Development Authority of the City of Newnan
- Newnan Utilities
- Senoia Downtown Development Authority

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

1. Airport - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
2. Animal Control - Animal Shelter split out into separate service. The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
3. Animal Shelter - Split out of Animal Control as separate service. The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
4. Building Inspection - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
5. Business Regulation - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
6. Cemeteries - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
7. Code Enforcement - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
8. Convention and Tourism - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
9. Court Services/County - Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
10. Court Services/Municipal – Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
11. Development and Street Naming - Added and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
12. Economic Development - Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
13. Elections - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
14. Electrical/Gas Service and Distribution - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
15. Emergency Management - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
16. Emergency Medical Service - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
17. E-911 Dispatch - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
18. Fire and Rescue - Combined Emergency Rescue Services and Fire Protection. The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
19. Indigent Defense/County - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
20. Indigent Defense/Municipal – The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
21. Indigent Healthcare - Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
22. Jail/County - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
23. Jail/Municipal – The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
24. Juvenile Intake Services - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
25. Law Enforcement - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
26. Library - Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
27. Parks and Recreation Facilities - Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
28. Parks and Recreation Programs - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
29. Planning and Zoning - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
30. Probation Supervision/County - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
31. Probation Supervision/Municipal – The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
32. Public Health and Welfare – Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
33. Public Works – The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
34. Road and Street Construction - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
35. Road and Street Maintenance - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
36. Sewage Collection and Disposal – Revised and the City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
37. Solid Waste Management - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
38. Storm Water Management - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
39. Tax Assessment - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
40. Tax Collection - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
41. Voter Registration - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.
42. Water Supply and Distribution - The City of Chattahoochee Hills annexed property in Coweta County since the last SDS was produced.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY:</b> Coweta	<b>Service:</b> Airport
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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.):  
**Newnan-Coweta Airport Authority**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Newnan-Coweta Airport Authority	Fees for service
Coweta County	General Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
IGA Regarding Fiscal Matters and Operations	Coweta County and Newnan Coweta Airport Authority	10/01/2015-09/30/2019

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

None

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: **770.254.2601**      Date completed: October 20, 2016

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:

**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

The Newnan-Coweta Airport Authority operates the Newnan-Coweta Airport. Funding is received from user fees for operations and federal and state grants for capital improvements. The Coweta County general fund appropriates funds as necessary, primarily for capital improvements. Newnan-Coweta Airport Authority members are appointed by the Coweta County Board of Commissioners.

## INTERGOVERNMENTAL AGREEMENT

Georgia, Coweta County

This agreement is made and entered into this 10<sup>TH</sup> day of SEPTEMBER, 2015, by and between Coweta County, Georgia (hereinafter "County") and the Newnan-Coweta County Airport Authority (hereinafter "Authority").

Whereas, Authority was and is duly established and operating pursuant to Georgia Laws 1965, page 2041; and

Whereas, County and Authority desire to set out its agreement regarding the fiscal and managerial matters associated with the Newnan-Coweta Airport and surrounding properties.

Now, therefore, in consideration of the mutual promises contained herein and the sum of ten dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.

County may provide Authority with funds to supplement airport operations as part of the County's budget process.

2.

Authority shall prepare and submit to County a budget as part of the County's budget process to include any requests for funds from County.

3.

County shall provide Authority with accounting, personnel, building and grounds maintenance and legal services through County staff and the County Attorney.

4.

County shall, through County employees, be responsible for the day-to-day operations of the airport and airport properties.

5.

Authority shall in consultation with County staff plan future expansions and modifications of airport facilities.

6.

Authority, as leasor, shall after receiving a recommendation from County staff approve and sign all leases and other real estate transactions involving airport property.

7.

Authority may borrow money from time to time for airport projects. Any loan which could obligate the County financially will require prior approval from the Coweta County Board of Commissioners.

8.

Authority shall act as a financing vehicle for approved projects as defined by Georgia law.

9.

Authority shall set policy regarding airport operations with a view towards assuring that all policies implement relevant state, federal and local legislation and that all policies have as their goal the safe and efficient operation of the airport.

10.

Authority shall receive input from County citizens and the people who use the airport, and shall implement reasonable policies that address the legitimate concerns of these citizens and users of the airport.

11.

Authority may enter into contracts with public and private entities that benefit the airport, however, such contracts must be approved by County in advance if the contracts obligate the County financially beyond the year in which the contract is entered into.

12.

The term of this agreement shall be for two (2) years and may be extended for an additional two (2) year term with the mutual assent of the parties.

13.

Amendments to this agreement must be in writing and signed by both parties.

14.

The terms of the agreement shall if necessary be interpreted in accordance with Georgia law.

15.

This agreement shall be and is effective on the date first above written.

**Coweta County, Georgia**

By: \_\_\_\_\_

*Tim Lassiter*

Attest: \_\_\_\_\_

*Frances J. Taber*

**Newnan-Coweta County Airport Authority**

By: \_\_\_\_\_

*Robert Joseph Clark*

Attest: \_\_\_\_\_

*Stephanie Tation*





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Animal Control**

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County provides service in unincorporated areas and within Haralson, Moreland Sharpsburg, and Turin. Grantville, Newnan, Palmetto, and Senoia provide the service within each city's municipal boundaries.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	Fees for service, General Fund
City of Grantville	Fees for service, General Fund
City of Newnan	Fees for service, General Fund
City of Palmetto	Fees for service, General Fund
City of Senoia	Fees for service, General Fund

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

Animal Control and Animal Shelter were split into two services.  
The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Intergovernmental Agreement to Enforce the Dangerous Dog Control Law	City of Haralson and Coweta County	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Intergovernmental Agreement for Animal Services	Town of Turin and Coweta County	February 1, 2008 – January 31, 2033
Intergovernmental Agreement for Animal Services	Town of Sharpsburg and Coweta County	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Intergovernmental Agreement for Animal Services	Town of Moreland and Coweta County	10/1/2016 – 9/30/2017 <i>automatic renewal</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?

Towns of Haralson, Moreland, Sharpsburg, and Turin enacted ordinances to allow Coweta County Animal Control Officers to provide animal control services within each city's municipal boundaries.

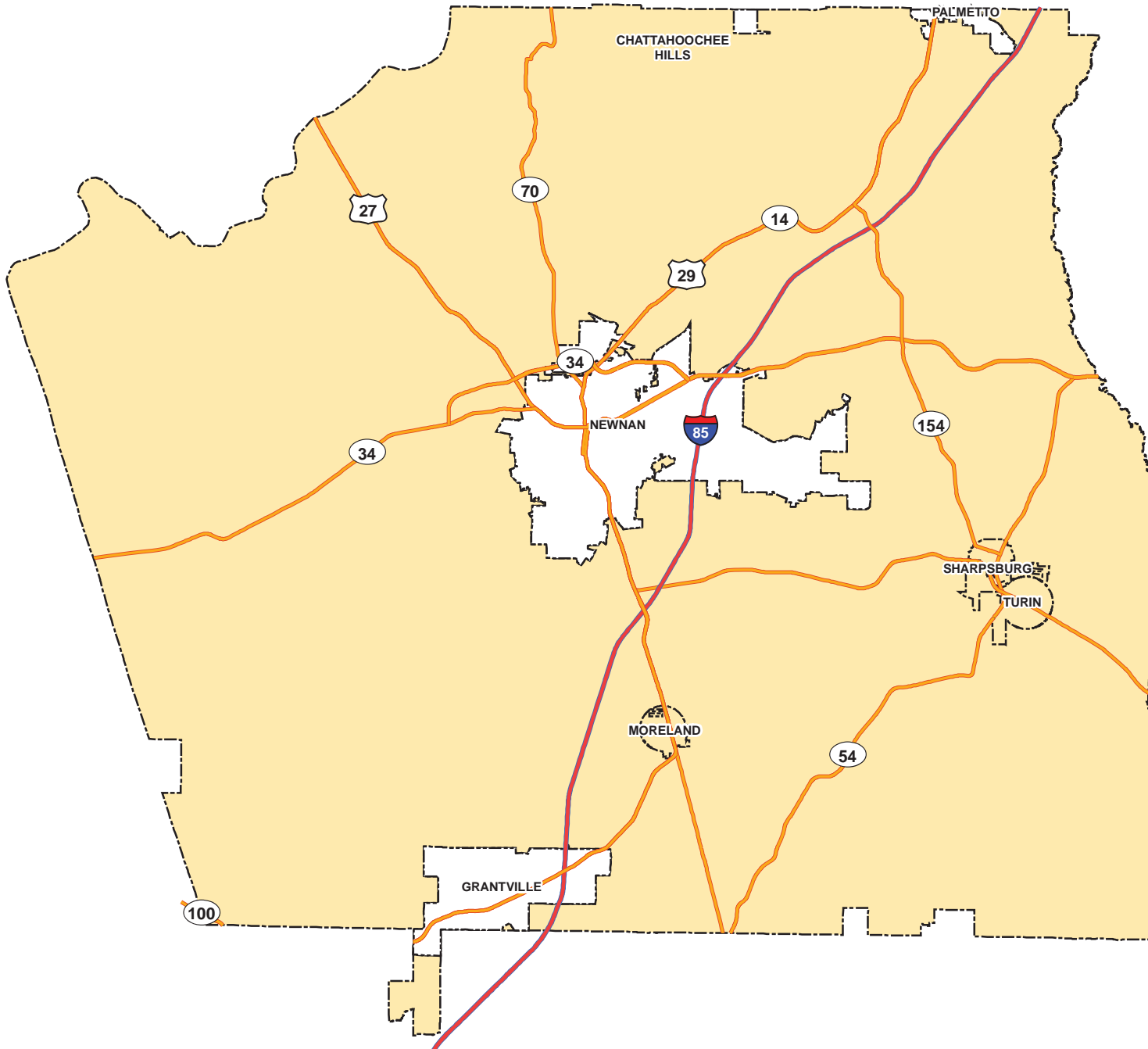
7. Person completing form: **Shannon Zerangue**  
Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides animal control services within unincorporated areas, as well as Haralson, Moreland, Sharpsburg, and Turin via intergovernmental agreement and ordinance. The Cities of Grantville, Newnan, Palmetto, and Senoia provide animal control services within each city's municipal boundaries.



**AN ORDINANCE BY  
THE BOARD OF ALDERMEN OF MORELAND, GEORGIA  
TO ADOPT AN ANIMAL CONTROL ORDINANCE,  
TO AUTHORIZE COWETA COUNTY TO ENFORCE SAID ORDINANCE,  
AND FOR OTHER PURPOSES**

WHEREAS, the Town of Moreland entered into an agreement with Coweta County under Service Delivery Strategies Act (House Bill 489) whereby Coweta County would provide animal control within the jurisdictional limits of the Town of Moreland and;

WHEREAS, the Town of Moreland finds it in the best interests of the health, safety, morals and general welfare of the public to adopt the county's ordinances regulating animals and to authorize the county to enforce said regulations within the Town's limits.

NOW THEREFORE, be it ordained by the Board of Aldermen of the Town of Moreland, Georgia, and it is hereby ordained by the authority of the same that the following ordinance is hereby adopted:

**"Section \_\_\_\_ . Coweta County Animal Control Ordinance adopted.**

The Coweta County Code of Ordinances containing regulations governing animal control, set forth in Chapter 10, Sections 10-1 et seq., as it currently exists and as it is amended from time to time, are hereby adopted by the Town of Moreland and are deemed enforceable as are other ordinances of the Town. A current copy of the Coweta County Code of Ordinances, Chapter 10, Sections 10-1 et seq. shall be kept on record in the Town Clerk's office.

**Section \_\_\_\_ . Violation of the Coweta County Animal Control Ordinance declared a violation of Town ordinances.**

- (a) All violations of rules and regulations of the Coweta County Code of Ordinances, Chapter 10, Animals, Sections 10-1 et seq., as it currently exists and as it is amended from time to time, are deemed to be a violation of this section, and violators may be punished upon conviction by a fine not to exceed \$1000.00 or 60 days imprisonment, or both. The fines imposed therefor may be collected by execution. Each day any violation continues shall be a separate offense.
- (b) Coweta County Animal Control Officers, the Sheriff and other county enforcement officers are hereby empowered to issue citations for a violation of any section of the Coweta County Code of Ordinances, Chapter 10, Animal, Sections 10-1 et seq., as it currently exists and as it is amended from time to time."

RECEIVED APR 16 2001

SO ORDAINED in lawfully assembled open session this 2<sup>nd</sup> day of January, 2001.

THE TOWN OF MORELAND,  
GEORGIA

Edward L. Gledhill  
Mayor

Joseph Burgess

Wayne Miller

Wm R Miller

Allyn Bell

Attest: Ronette Gledhill  
Assistant Clerk

## AGREEMENT

GEORGIA  
COWETA COUNTY

This agreement made this 9<sup>th</sup> day of April, 2001, by and between Coweta County (herein after referred to as "County") and the Town of Haralson (herein after referred to as "Municipality").

WHEREAS, O.C.G.A. §4-8-22(c) provides in part that each local governing authority in the State of Georgia shall designate an individual to enforce the "Dangerous Dog Control Law", O.C.G.A. §4-8-20 et seq. and

WHEREAS, O.C.G.A. §4-8-22(b) gives local Governments authority to contract with each other for the provision of animal control services; and

WHEREAS the County did on December 6, 1988 adopt an ordinance to implement the requirements of the "Dangerous Dog Control Law" and;

WHEREAS, County and the contracting Municipality desire to enter into an agreement whereby County shall provide enforcement of that "Dangerous Dog Control Law" within the boundaries of Municipality.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged, County and Municipality agree as follows;

1.

The term of the contract shall be twenty years or until such time as the Georgia Legislature repeals the "Dangerous Dog Control Law" or until a Court of competent jurisdiction declares that law void for any reason, except that this contract may be terminated by the Municipality upon the Municipality giving the County written notice of its intention to implement its own enforcement of the "Dangerous Dog Control Law". The notice of termination shall be given to the county by the Municipality at least sixty(60) days prior to the end of the calendar year in which the notice is given. In the event of termination of this contract by the Municipality, the County agrees to provide Municipality with copies of all files, correspondence, insurance policies and information relating to "Dangerous Dog" within the Town limits of Municipality.

2.

County agrees to provide those animal control services within the town limits of Municipality as required by the "Dangerous Dog Control Law", and to enforce the provisions of the ordinance attached hereto as Exhibit "A" with the Town.

3.

The Town confers jurisdiction to enforce the provisions of the ordinance attached hereto as Exhibit "A" Jan in the Magistrate Court of Coweta county.

4.

The parties specifically agree that County by contracting with Municipality does not incur any additional liability for any acts whether negligent or intentional by officers, agents or employees of Municipality.

SO RESOLVED this 9<sup>th</sup> day of April, 2001.

ATTEST:

Jean Thompson  
Town Clerk

Larry Mull  
Larry Mull, Mayor

Coweta County Board of Commissioners

By: [Signature]  
Chairman

ATTEST:

Roy H. Clark  
County Clerk

**Subject Matter:** Animal Control Ordinance  
**Date First Reading:** March 7, 2016  
**Date of Second Reading and Adoption:**  
April 4, 2016

**TOWN OF SHARPSBURG  
COUNTY OF COWETA  
STATE OF GEORGIA**

**ORDINANCE NUMBER 16-01**

**TOWN OF SHARPSBURG, GEORGIA**

**PREAMBLE**

**WHEREAS**, the Town of Sharpsburg recognizes that certain animal activities or acts of their owners can create nuisance and can threaten the health, safety and welfare of the residents of the Town;

**WHEREAS**, the Town of Sharpsburg has previously acted by previous Ordinance No. 03-01 (adopted 2-3-03) to regulate the ownership, control and disposal of animals so to prevent nuisances and to reduce the threat to health, safety and welfare created by certain animals;

**WHEREAS**, the Town relies upon the Coweta County Animal Control to enforce the Town's animal control ordinance;

**WHEREAS**, Coweta County requires that the Town have an animal control ordinance that mirrors that of Coweta County in order for Coweta animal control to enforce animal control laws within the Town's limits;

**WHEREFORE, THE MAYOR AND THE COUNCIL OF THE TOWN OF SHARPSBURG HEREBY ADOPTS AND ORDAINS THE FOLLOWING:**

**SECTION ONE**

Chapter 7 of the Town of Sharpsburg's Code of Ordinances, titled "Animals," as adopted by Ordinance No. 03-01(adopted 2-3-03) is hereby repealed in its entirety and is hereby deleted in its entirety from the Town's Code of Ordinances.



## SECTION TWO

The following text is hereby adopted and ordained by the Mayor and Council of the Town of Sharpsburg as follows:

### Chapter 7

#### **Sec. 7-1. - Definitions.**

[The following words, terms and phrases have the meaning ascribed to them in this section for the purpose of this chapter:]

*Abandon:* Deserting or intending to give up absolutely any animal without providing adequate food, water or sanitary shelter for 24 hours or longer.

*Aggressive animal:* An animal that attacks or fights with another animal, outside of the property of the owner or keeper of the animal, and causes severe injury or death to the other animal. An animal which is defending itself or its owner or keeper from attack shall not constitute an aggressive animal.

*Altered animals:* Any animal that has been spayed or neutered.

*Animal:* Any nonhuman vertebrate, whether wild or domesticated.

*Animal control:* The person(s) or office designated by Coweta County to enforce its animal control ordinances.

*Animal shelter:* Any facility or premises designated by the county for the purpose of impoundment, care or destruction of animals held pursuant to this chapter.

*At large:* Any animal not lawfully on the owner/keeper's property or not under the immediate control of a competent person by way of leash or other similar restraining device. Voice command or use of audible signals or hand signals is not deemed to be sufficient control.

*Breeder:* Any person owning unaltered animals with the intent of selling the animal's offspring.

*Cat:* All members of the domestic feline family.

*Circus:* Commercial variety show featuring animal acts for public entertainment.

*Commercial animal establishment:* Any pet shop, grooming shop, kennel, auction, riding school or any other establishment licensed to deal in or with a volume of animals.

*County:* Coweta County, Georgia.

*Cruelty:* Every act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to be caused to any dog, cat or other animal as defined in this chapter.

*Dog:* All members of the domestic canine family, not to include wild animals.

*Domestic animal:* Any normal household pet, such as, but not limited to, dogs, cats, nonnative birds, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish, or small, nonvenomous reptiles or nonvenomous snakes.

*Exotic pet:* An animal that is not domesticated and is not native to North America, including, but not limited to, pot-bellied pigs, reptiles and arachnids.

*Feral:* An animal that was domesticated at one time, but now lives in the wild or that has been born in the wild and has not been domesticated.

*Habitually:* Done regularly or frequently.

*Impound:* To confine humanely while providing adequate food, water and shelter.

*Injury:* Physical damage to the body or part of the body.

*Keeper:* A keeper is any person who:

- (a) Has temporarily accepted and been temporarily provided by the owner of an animal a right of property in that animal; or
- (b) Agrees to temporarily keep or harbor an animal for the owner or temporarily agrees to have the animal in his or her care for the owner.

*Kennel:* Any facility wherein a person, business, or organization regularly keeps six or more dogs or other animals and receives compensation for the service or for the sale of the animals.

*Livestock:* Any animal that has hooves.

*Neutered male:* Any male that has been surgically sterilized.

*Nuisance:* An animal shall be considered a nuisance if it:

- (1) Damages, soils, defiles or defecates on private property (other than the property of the owner or keeper), or public property and recreational areas;
- (2) Causes unsanitary, dangerous or offensive conditions;
- (3) Causes a disturbance by excessive barking or other noisemaking;
- (4) Molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or keeper; or
- (5) Chases vehicles or attacks other animals.

*Owner:* An owner is any person who:

- (a) Has a right of property in an animal; or
- (b) Keeps or harbors an animal or has it in the person's care.

*Performing animal exhibition:* Any spectacle, display, act, or event other than circuses, in which performing animals are used, commercially or for profit. Not to include dog shows or obedience training not for profit.

*Proper shelter:* Protective covering that provides protection from all forms of weather and consists of at least four sides, a roof, floor and an opening for ingress and egress. It should be appropriately sized for the animal.

*Rescuer:* Any licensed individual, partnership, organization or company that takes in animals and arranges placement or adoption of said spayed/neutered animals and is duly licensed by the state for such purposes.

*Restraint:* An animal controlled by means of leash, trolley system or other like device, or secured inside a vehicle while being driven or parked, or within a secure enclosure. Voice command, using audible signals or hand signals are not viable means of restraint.

*Riding school or stable:* Means any premises having available for hire, boarding or riding instruction, any horse, pony, donkey, mule or burro.

*Severe injury:* A physical injury that results in death, broken bones, or disfiguring lacerations or requiring multiple sutures.

*Spayed female:* Any female which has been surgically sterilized.

*State:* The State of Georgia.

*Stray animal:* Any animal running at large with no identifiable owner.

*Vicious or dangerous animal:* Any animal that:

- (1) Bites or attempts to bite indiscriminately;
- (2) Has been involved in more than one biting incident; or
- (3) Is, in the opinion of an agent of the animal control authority, a potential danger to persons or property.

This phrase shall not be construed to include dogs that are part of a governmental operation, nor a trained guard dog in performance of its duties while confined to the property of the owner or other responsible person.

*Town:* The Town of Sharpsburg, Georgia.

*Wild animal or wildlife:* Untamed animal, living in its natural state, including, but not limited to, alligators, crocodiles, bears, feline family (including, but not limited to, mountain lions, pumas, lions and tigers), canine family (including, but not limited to, wolves, wolf hybrids and coyotes), nonhuman primates, and snakes.

*Zoological park:* Means any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of nondomesticated animals operated by a person, partnership or corporation or other business entity, or government agency.

## **Sec. 7-2. - Animal control: Authority; powers and duties.**

The animal control operates under the Coweta County Board of Commissioners and is under the direction of the director of the corrections division or their designee and shall be responsible for:

- (1) Ensuring that all animals in the town (which has adopted the county ordinance and has a signed agreement with the county for animal control services) are duly licensed and are inoculated against rabies as required by this chapter.
- (2) Cooperating with the county health officer or the Georgia Department of Agriculture, animal protection investigators in the enforcement of the laws of the state with regard to animals, the vaccinations of dogs and cats against rabies and the disposition of animals found to be kept in violation of this article or the laws of the State of Georgia or federal law.
- (3) Investigating all complaints with regard to dogs, cats and other animals based upon written and signed complaint by a person willing to testify in cases that may be heard in the appropriate court. In case of animal cruelty, the animal control officer may investigate based upon what he reasonably considers is reliable anonymous information without requiring a written complaint from the person reporting the alleged animal cruelty.
- (4) Obtaining a search warrant to enter any premises upon which there is probable cause to believe that a violation of this chapter exists - with the search warrant, the animal control officer may enter the premises to examine and take custody of animals whenever the animal control officer determines that the action is appropriate to achieve the purpose of this chapter.
- (5) Pursuit of animals. In exigent circumstances the animal control officer shall be authorized to follow and enter upon any enclosure or lot, public or private, within the county or town when the animal control officer has probable cause to believe that an animal is rabid, abused, neglected, aggressive, dangerous, vicious, or an imminent threat to the health, welfare or safety of the general public, and to take custody of the animal, when appropriate, to achieve the purpose of this chapter.
- (6) Health and animal protection regulations incorporated. All rules and regulations of the county board of health and the Georgia Department of Human Resources and the Georgia Department of Agriculture - Animal Protection Division presently existing or as adopted in the future are incorporated herein by reference as though fully set forth herein.

**Sec. 7-3. - Interference with animal control officer.**

- (a) It shall be unlawful for any person to interfere with, hinder, or molest the animal control officer in the performance of his/her duties or to seek to release any animal in his custody without his/her consent or to attempt to assist animal control officer without his/her consent, or to not provide the animal control officer with proper identification, false identification or false information or to fail to comply with the animal control officer's directions or orders.
- (b) It shall be unlawful for any person to interfere, damage, molest, move or remove any traps or restraining devices used by animal control officers or contracted

agency that may be used from time to time or to release any animals from any such traps or restraining devices.

#### **Sec. 7-4. - Nuisance animals and aggressive dogs.**

- (a) All persons owning or controlling or in possession of an animal within the town shall keep the animal in such a manner so as to not create a nuisance as defined in this chapter. The owner or keeper, or if no owner or keeper can be found, the responsible person or the custodian exercising care and control over, any animal which causes severe injury or death to another domesticated animal shall be in violation of this Code section.
- (b) Animal control has the authority to order the confiscation and holding of any animal that, in the opinion of the animal control officer, constitutes a nuisance animal or aggressive dog. The animal control officer's decision to confiscate an animal may be appealed within two business days of the confiscation to the magistrate court who shall set a hearing within three business days of written notice of the appeal. The magistrate court shall investigate the circumstances surrounding the confiscation prior to the hearing and at the hearing, shall hear evidence from the owner, keeper, responsible person, or custodian. At the conclusion of the hearing, the magistrate court shall confirm or reverse the animal control officer's decision to confiscate and hold the animal.
- (c) Upon finding that an animal is an aggressive animal by the magistrate court, the animal's owner, keeper, responsible person or custodian shall be required within 30 days to:
  - (1) Confine the animal in a proper kennel approved by the animal control and post the said premises where the animal is located with a clearly visible sign warning that there is an aggressive animal located on the premises; and
  - (2) Register the animal with the animal control office. The annual fee for the registration shall be \$500.00. The animal shall be registered annually. At the time of registration, an animal control officer shall require evidence from the owner and make investigation as may be necessary to verify that the aggressive animal is continuing to be confined in a proper kennel and that the owner, keeper, responsible person or custodian is continuing to comply with the provisions of this section.

#### **Sec. 7-5. - Animal noise.**

No person shall keep or maintain a dog or any other animal that barks, howls, or otherwise makes or causes noise in excessive, continuous or untimely fashion. Excessive shall mean noise that is discernable and can be heard inside a neighboring residential dwelling by persons of ordinary sensibilities. The court shall consider untimely fashion in individual cases and in general consider hours that persons are at rest.

**Sec. 7-6. - Animals to be kept under restraint.**

All animals shall be kept under restraint at all times by the owner/keeper. Each owner/keeper shall exercise proper care and control of any animals owned or kept by him.

**Sec. 7-7. - Running at large.**

- (1) The owner or keeper of any animal that runs at large in the town limits shall be in violation of this section.
- (2) Exempt from this section are:
  - (a) Those animals involved in an organized performance or training event; and
  - (b) Any animal used for law enforcement purposes by a law enforcement officer.
- (3) An owner shall have a defense to being in violation of this section if he or she can demonstrate that a keeper is in violation of this section concerning the same incident.

**Sec. 7-8. - Impoundment.**

- (1) The animal control officer or other law enforcement agency shall take unrestrained and nuisance or dangerous animals to the animal shelter for humane confinement.
- (2) Impounded animals shall become the sole property of the county after three business days. No animal will be destroyed prior to seven days unless it becomes necessary due to injury, sickness or the safety of staff or other persons/animals.
- (3) Any owner or potential owner of any animal impounded in the county animal shelter must show identification to animal shelter personnel prior to release showing the individual's photograph, full name and current address. Animal shelter personnel shall photocopy this identification and attach it to the impoundment/adoption certificate for further reference. All animals adopted from the shelter shall be accomplished by an adult of at least the age of 18 years. If a person is considered a renter or tenant in a property owned by other parties such as an apartment or mobile home park, the written approval of the landlord or tenant representative must be obtained and presented to animal control prior to adoption.
- (4) Notwithstanding any provision of this chapter to the contrary, animal control may humanely destroy any animal impounded in the animal shelter upon the verifiable opinion of a veterinarian that destruction of the animal is necessary to prevent disease or injury to the animals or to humans, the presence or threatened presence

of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition and/or due to overcrowding at the animal shelter.

- (5) Notwithstanding any provision of this chapter to the contrary, a veterinarian has determined that he/she may humanely destroy any animal impounded in the animal shelter when animal control authority reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.
- (6) No person shall adopt from animal control more than four animals in a 12-month period. Any person who adopts an animal from the shelter and does not complete the requirements of the adoption may be prohibited from adopting any further animals from the shelter unless the person can show cause as to why the animal adoption agreement could not be completed. Failure to comply with the adoption agreement is a violation of the provisions of this chapter and subject to the issuance of a citation and prosecution in magistrate court.
- (7) If any animal is identifiable by means of a tag, tattoo, microchip, or other means, the owner or keeper shall be notified by an impound notice conspicuously left upon the premises of the owner or keeper or by telephone by animal control officer or shelter personnel, at the earliest practical time.
- (8) Any animal being reclaimed from the animal shelter will be microchipped at the owner or keeper's expense. (Registration will initially be completed by shelter staff and after the annual renewal will be the responsibility of the owner.) This is an invasive procedure by way of injection and shall be performed prior to release of the animal.
- (9) Any animal being reclaimed from the animal shelter which has not been spayed or neutered is subject to having to pay an additional \$100.00 fee if the animal is impounded for a second time, plus the animal will be spayed or neutered at the owner's expense. If the animal is impounded for a third time the owner will be subject to an additional fee of \$200.00, provided that any registered breeding animal that is impounded will be returned to the owner without being spayed or neutered but will be subject to the additional fee as described above.
- (10) The owner or keeper of an impounded animal shall pay all fees associated with the impoundment of the animal, including, but not limited to, impoundment fee, daily boarding charges, additional fees and any medical services rendered while in impoundment.
- (11) It shall be the animal control officer's discretion to return any animal in violation of this section to its owner or keeper, provided that the owner or keeper is present and is able to safely and humanely confine or restrain the animal, provided that the officer is still in the vicinity of the owner's location.

## Sec. 7-9. - Adoption.

- (1) Animal control may convey ownership (permit adoption of) or transfer any animal which has become the property of the animal control to a responsible person subject to such conditions as may be prescribed by animal control including, but without limitation, the following:
  - (a) Payment of an adoption fee to be set by the county commission or other costs associated with the handling and care of the animal to be adopted including veterinary fees, microchipping and spaying or neutering, if applicable.
  - (b) Adoption fees for dogs and cats shall be as determined from time to time by the board of commissioners and listed in the schedule of fees and charges.
  - (c) For other animals, the fee is to be set by the director for animal control based on fair market pricing.
  - (d) The adoption fee does not include costs for spaying or neutering, vaccinations or licensing; but an agreement must be signed by the adoptee that the animal will receive its spay/neuter within 14 days after the adoption, vaccination/shots within seven days after the adoption date unless otherwise provided for in this chapter.
  - (e) Should the county commissioners approve a spay/neuter program; animal control will charge a fee for the service prior to delivering the animal to the adopting owner. Spay/neuter and rabies vaccines will be completed prior to an adoptive owner receiving their new pet. The cost of which will be determined by an agreement with the veterinarian and the director of corrections on a yearly basis.
- (2) Evidence must be presented to animal control that the animal has been examined by a veterinarian and vaccinations against rabies and other disease have been administered within seven days of the adoption date.
- (3) Evidence must be presented to animal control that the animal adopted has been neutered or spayed by a veterinarian within 14 days of the adoption date. The only exemption to this requirement is if a sworn statement from a veterinarian is presented that explains in detail that, for health or age reasons, the animal cannot be spayed or neutered and that shows a new date for spaying or neutering the animal.
- (4) Any person adopting an animal from animal control shall be required to sign an adoption agreement and abide by its provisions.
- (5) Humane societies and rescue group members are required to provide proof of up-to-date licensing as a humane society or rescue group and an original of the Department of Agriculture Agency Transfer form. Adoption fees are waived but does not include charges for medications given or other veterinary charges including the microchipping of the animal(s).



- (6) The director of animal control shall be allowed to make adoptions waiving all or part of the fees for cause. Cause must be stated in the adoption agreement but does not waive any other requirements for spay and neuter nor does it waive the requirement for veterinary care or microchipping.
- (7) Persons failure to comply with the above requirements will be revoked from being allowed to adopt any more animals from the animal shelter and may be charged for failure to comply by issuance of a citation and prosecution in the magistrate court.
- (8) Animal control officers may impound any animal adopted from the shelter for failure to comply with adoption agreements.

**Sec. 7-10. - Penalties regarding impounded animals or reclaimed animals.**

The owner or keeper in violation of this chapter may be subject to criminal prosecution and additional fines set forth by the respective court in addition to such fees paid for the release of the impounded animal.

**Sec. 7-11. - Acceptance of animals for euthanasia and disposal.**

The town request that their animals be euthanized and/or disposed by the county. Large agricultural animals which exceed 250 pounds will not be accepted by an animal control facility or the transfer station for disposal.

- (1) Fees. Fees for euthanasia and disposal of animals shall be as determined from time to time by the board of commissioners and listed in the schedule of fees and charges.
- (2) Days of acceptance. Animals which are brought to the animal shelter for euthanasia and disposal will be accepted on Wednesdays and Fridays at 8:00 a.m. only. Dead animals which are brought to the transfer station for disposal will be accepted during the scheduled operating hours of the shelter.
- (3) Containment. All dead animals brought to the transfer station for disposal must be placed in a cadaver bag designed for the purpose of disposing of dead animals.

**Sec. 7-12. - Right of entry.**

- (a) The animal control officers, county code enforcement officers, sheriff's deputies and other enforcement officers of the county are hereby authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this chapter, including, but not limited to, an animal that has bitten a person within ten days.
- (b) Animal control may take all necessary steps to remove any animal locked in a closed vehicle if the animal is subject to danger of injury due to temperature. The operator of the vehicle will be charged with cruelty to animals as defined in this chapter. No injunction or claim for damages may be placed against animal control or its officers for this action.

**Sec. 7-13. - Summons.**

Animal control officers, code enforcement officers, and deputies of the county sheriff's office are hereby authorized to issue a summons to any person for violation of any provision of this ordinance. The summons shall be in a form approved by the county magistrate court, shall designate the offense charged, and shall require the person so charged to appear before the county magistrate court on a date certain to answer the charges therein contained.

**Sec. 7-14. - Prohibitions and restrictions in regard to animals permitted at special events.**

- (a) No owner or keeper shall permit any animal, restrained or not, to be in an area in which a special event is being held pursuant to a special event permit issued by the town, unless the event specifically authorizes the presence of animals.
- (b) This section does not apply to guide, hearing, or service dogs or other dogs which have been trained to accompany a person with a disability while being accompanied by a disabled person or to any dog or horse in the custody or control of a law enforcement officer while the officer is in the performance of official duties.

**Sec. 7-15. - Prohibited animals.**

- (a) No person shall keep or maintain any wild animal or exotic pet within the town unless the person has applicable state and federal licenses.
- (b) This section does not apply to zoological parks, performing animal acts, stable, or riding school, providing the same has applied for and was granted a license or permit.

**Sec. 7-16. - Mistreatment of animals.**

- (a) No person shall starve, beat, neglect, ill-treat, torture, overload, overdrive, overwork, cruelly kill, or inflict unnecessary pain upon any animal.
- (b) No person shall leave an animal unattended in, or tethered to, a standing or parked motor vehicle in a manner that endangers the health of the animal or safety of the animal or safety of any person.
- (c) If an animal control officer finds a violation of this section, the officer shall seize and impound the animal and leave written notice of impoundment in a conspicuous location about the premises. The animal will remain as evidence at the animal shelter pending the court's decision. If an owner or keeper has not claimed the animal after a three-day impoundment period, the animal will irrevocably become the property of the animal shelter.

**Sec. 7-17. - Humane treatment required.**

- (a) No owner or keeper shall fail to provide clean fresh water, good wholesome food, proper shelter, and protection from the weather, veterinary care when needed to prevent suffering, and humane treatment. The owner or keeper must maintain a clean living environment free of accumulated waste and debris so that the animal can walk and lie down without coming into contact with any waste or debris.
- (b) Proper shelter includes a structure appropriately sized for the animal consisting of four sides, a roof, floor, and an opening for ingress and egress. The structure must adequately protect the animal from harsh weather.
- (c) No person shall crop a dog's ears or tail except by a licensed veterinarian.
- (d) No person shall give away any live animal or bird as a prize for, or as an inducement to enter any contest, game or other competition or as an inducement to enter a place of amusement or as an incentive to enter into any business agreement whereby the offer was for a purpose of attracting trade. This shall not apply to goldfish at a fair.

**Sec. 7-18. - Abandoning animals.**

- (a) No owner or keeper shall abandon an animal.
- (b) If an animal is reasonably believed to be abandoned, a written notice must be placed in a conspicuous location about the property giving notice that the animal has been impounded and where the animal can be found for reclaiming, if applicable.
- (c) If within three days during which the animal shelter is open the animal has not been reclaimed it shall become the irrevocable property of the animal shelter and shall be available for adoption. The abandoned animal may be humanely destroyed after a minimum seven days unless authorized elsewhere in the provision of this chapter.

**Sec. 7-19. - Animal waste.**

An owner or keeper walking, exercising or otherwise having an animal outside the confines of their own property, whether public or private, shall carry a means to pick up and dispose of excreta deposited by the animal by way of, but not limited to, a scoop and a bag. The excreta shall be placed in a proper receptacle for disposal. No animal excreta shall be placed on public or private property that will cause a public or private nuisance.

**Sec. 7-20. - Animal fighting and training.**

- (1) No person shall instigate, cause to, attend, or permit any dogfight, cockfight, or any other fighting between animals or between animals and humans.

(2) No person shall train, have equipment to train, or permit the training of, any animal to attack, fight, or cause injury to any domestic animal or human on any property, public or private within the county or within any city so contracted to have animal control services provided by the county. Examples of training include, but are not limited to:

(a) Any activity designed to torment, badger, or bait any animal for purpose of encouraging animals to fight.

(b) The use of any weights on the animal, on the animal's tethering device, or on any kind of pulling structure.

(c) The use of any other animals for blood sport training.

(d) Any other activity that the primary purpose is to train animals to be aggressive or vicious. This does not apply to animals of licensed security companies on patrol in a confined area or animals used for law enforcement purposes.

**Sec. 7-21. - Female dogs and cats in heat.**

Every female dog and cat in heat shall be confined in a secure enclosure so that the female cannot come into contact with another animal, except for planned breeding purposes.

**Sec. 7-22. - Rabies control; proof of vaccination required.**

No owner or keeper shall allow any dog, cat or ferret over four months of age on any premises within the county or contracted city for animal control services by the county, unless the dog, cat, or ferret has been vaccinated against rabies. The vaccination shall be administered by a licensed veterinarian and the tag shall be securely attached to a collar or harness and be visible. The tag must match the dog, cat or ferret for which it was issued. In the absence of a tag, the certificate of rabies will suffice.

**Sec. 7-23. - Poisoning animals.**

It shall be unlawful to place any substance or article, which has in any manner been tested with any poisonous substance in any place accessible to human beings, birds, dogs, cats, or other animals with the intent to harm or kill animals. This section, however, does not preclude the use of commercially sold rodent poisons or other nuisance or pest control substances when applied in accordance with the manufacturer's directions for such use or licensed exterminators using poison as a pest control program.

**Sec. 7-24. - Disposal of dead animals.**

The bodies of dead animals shall be disposed of by the owner or keeper. The owner or keeper shall not allow under any circumstances, a dead animal to remain outdoors on his/her property for longer than 24 hours unless buried.

**Sec. 7-25. - Tethering of animals prohibited; exceptions.**

(a) No person shall tether, fasten, chain, tie, or restrain an animal, or cause such restraining of an animal, to a tree, fence, post, dog house, or other stationary object, except as noted in (b).

(b) No person shall tether, fasten, chain, tie, or restrain an animal, or cause such restraining of an animal, unless on a cable trolley system, that allows movement of the animal, and unless the length of the cable along which the tethering device can move is at least ten feet, and the tethering device is of such length that the animal is able to move ten feet away from the cable perpendicularly. No animal may be attached to such a cable trolley system for more than four hours nor from 10:00 p.m. until 6:00 a.m. The owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

(c) No person shall tether, tie, stake, or chain any animal where the animal can obstruct, block, or hamper the normal use of any public property or private property without the landowner's consent.

(d) No person shall tether, tie, stake or chain any animal to metering device or attempt to obstruct the device such that it prevents any service to be read, disconnected, shut off or interrupted.

(e) It is unlawful to attach a chain or wire or other tethering device to, or cause such attachment to a choke-type or pronged collar.

(f) It is unlawful to attach a chain or wire or other tethering device in such manner that does not allow the animal access to food, water or proper shelter.

(g) It shall be unlawful for any chain or wire or other restraining device used in a cable trolley system to exceed 1/8 of the animal's weight.

**Sec. 7-26. - Performing animal exhibits.**

(a) It shall be unlawful for any animal exhibit or circus to induce or encourage animals to perform through the use of chemical, mechanical, electrical, or manual devices in a manner that will cause or is likely to cause harm to the animal.

(b) All equipment used on performing animals shall fit properly and be in good working order.

(c) Animal control officers may inspect any animal exhibit or circus to ensure compliance to this chapter.

(d) Failure to comply with this chapter may result in impoundment of the animal(s) and/or the issuance of citations.

**Sec. 7-27. - Commercial animal establishments.**

(a) It shall be required that any and all commercial animal establishments have a license issued by the county or city to conduct business within the county or those cities that have contracted for animal control services within their respective city limits.

(b) An application shall be submitted to the county, pay all applicable fees for a period of one year beginning with the date of issuance of the license, an inspection of said business will be conducted within 30 days after issuance of the license by the business license tax department.

(c) Humane societies and rescue groups are required to obtain a business license from the county or city business license tax office.

(d) As a condition of the issuance of the license, the animal control officer is granted permission to inspect the establishment to ensure all animals meet the standards set forth in this chapter.

(e) If permission is not granted at time of inspection, the license and permit may be revoked.

(f) No person who has been found guilty of cruelty to animals or who has given false information on an application shall be issued a license or permit.

**Sec. 7-28. - Revocation of commercial animal establishment license.**

(a) Any commercial animal establishment, humane society, or rescue group which fails to comply with the standards of this chapter or any laws governing the protection and humane treatment of animals may have their license revoked.

(b) When any commercial animal establishment, humane society or rescue group license is revoked, all of the animals covered by the license will become the property of the animal shelter and will be the sole discretion of the director of the animal shelter to place the animals for adoption or humanely euthanize the animals.

**Sec. 7-29. – Animal breeders.**

Any person or business entity that owns unaltered animals for the purposes of breeding must be registered with animal control and licensed by the Georgia Department of Agriculture with a copy provided to the animal control office within 30 days of issuance. This shall be recorded when licenses are issued and will be subject to an additional charge.

Any registered breeding animal that is impounded will be returned to the owner without being spayed or neutered unless otherwise instructed by the respective court.

**Sec. 7-30. – Disposition of feral or dangerous animals.**

Any animal that is feral, wild or otherwise dangerous to the animal shelter staff, and in the opinion of animal control, is dangerous to the safety and welfare of the animal shelter staff to provide basic sustenance and shelter, the three-day hold period may be waived and the animal shall be humanely euthanized. Except for the following:

- (a) Any animal being held as evidence.
- (b) Any animal taken pursuant to a search warrant.
- (c) Any animal being held pending court disposition.
- (d) Any animal held for quarantine.

**Sec. 7-31. – Transportation of animals.**

No person driving a motor vehicle shall transport any animal in the open back of the vehicle in a space intended for any load on the vehicle on a highway unless the space is enclosed or has side and tail racks to an appropriate height, or the animal is cross-tethered to the vehicle, or is protected by a secured container or cage, in a manner which will prevent the animal from being thrown, falling, or jumping from the vehicle.

**Miscellaneous provisions.**

- (a) This article is adopted pursuant to O.C.G.A. § 4-8-20 et seq. to implement the duties for which the town is responsible under state law. This article shall not be construed to impose any additional duties or liability on the town or on its officers, council members, and employees or to waive any immunity which is currently provided by law.
- (b) This Ordinance is patterned after Coweta County's Animal Control Ordinance at Chapter 10 of the County's Code of Ordinances as it exists on the date hereof. Upon the County amending, deleting, supplementing said Chapter 10 of Coweta's Code,

this Chapter 7 of the town's Code shall likewise be amended, deleted, or supplemented.

### **SECTION THREE**

This Ordinance shall become immediately effective upon its second reading and adoption by the Town Council.

### **SECTION FOUR**

The Preamble of this Ordinance shall be construed to be, and is hereby incorporated by reference as if fully set out herein.

### **SECTION FIVE**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, sentence, paragraph, or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such an illegality shall not affect any of the remaining phrases, clauses, sentences, paragraph, and sections of this Ordinance.

### **SECTION SIX**

This ordinance is hereby codified as Chapter 7 in the Town of Sharpsburg's Code of Ordinances.


### **SECTION SEVEN**


All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

[signatures on following page]




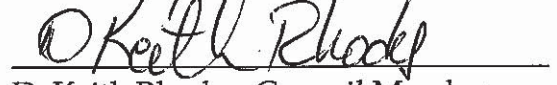
**APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF SHARPSBURG**  
at a regular meeting of the Mayor and Council on the 4<sup>th</sup> day of April, 2016,  
by the following voting for adoption:

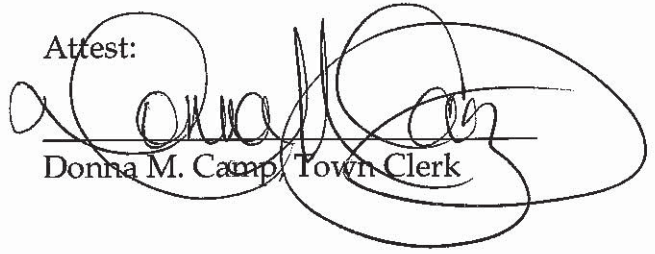
  
Wendell L. Staley, Mayor

  
J. Clay Cole, Council Member

  
Polly A. Garlington, Council Member

  
Standly D. Parten, Council Member

  
D. Keith Rhodes, Council Member

Attest:  
  
Donna M. Camp, Town Clerk

## AGREEMENT

GEORGIA

COWETA COUNTY

THIS AGREEMENT made and entered into on this the 5<sup>th</sup> day of February, 2008, between the TOWN OF TURIN, GEORGIA, hereinafter referred to as "Town", and COWETA COUNTY, GEORGIA hereinafter referred to as "County", hereinafter collectively referred to as the "Parties".

### WITNESSETH:

WHEREAS, the parties by this agreement desire to provide animal control within the Town limits;

WHEREAS, the County and the Town have entered an agreement in accordance to Service Delivery Strategies Act for the County to provide animal control within the jurisdictional limits of the Town;

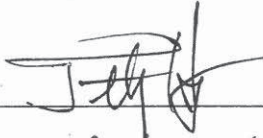

WHEREAS, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

1. **TERM.** The agreement shall begin on the first (1<sup>st</sup>) day of February, 2008, and terminate on the fifteenth (15<sup>th</sup>) day of January, 2009. Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of January unless terminated by either of the Parties by written notice for a period of twenty five years.



2. **DUTIES OF THE PARTIES.** The Town agrees to adopt the County's animal control ordinances and regulations currently in place and as amended from time to time. The Town further agrees to authorize the county staff to enforce these animal control regulations within the Town limits. The County agrees to provide animal control services within the Town limits in the same manner that it provides such services within the unincorporated county.
3. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date hereinabove written.

COWETA COUNTY, GEORGIA

By:   
Attest: 

TOWN OF TURIN, GEORGIA

  
Mayor  
Attest: 



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Animal Shelter

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County, Grantville, Palmetto**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund and fees for service
City of Grantville	General Fund and fees for service
City of Palmetto	General Fund and fees for service

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

Animal Control and Animal Shelter were split into two services.  
The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Intergovernmental Agreement for Animal Services	Coweta County and Town of Haralson	10/1/2016 – 9/30/2017 automatic renewal
Intergovernmental Agreement for Animal Services	Coweta County and Town of Moreland	10/1/2016 – 9/30/2017 automatic renewal
Animal Control IGA	Coweta County and City of Newnan	01/01/2012-12/30/2021
Animal Control IGA	Coweta County and City of Senoia	04/26/2016 – automatic renewal
Intergovernmental Agreement for Animal Services	Coweta County and Town of Sharpsburg	10/1/2016 – 9/30/2017 automatic renewal
Intergovernmental Agreement for Animal Services	Coweta County and Town of Turin	10/1/2016 – 9/30/2017 automatic renewal

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?

Cities of Haralson, Newnan and Senoia and Towns of Moreland, Sharpsburg, and Turin enacted ordinances that are consistent with the County ordinance regarding the Animal Shelter.

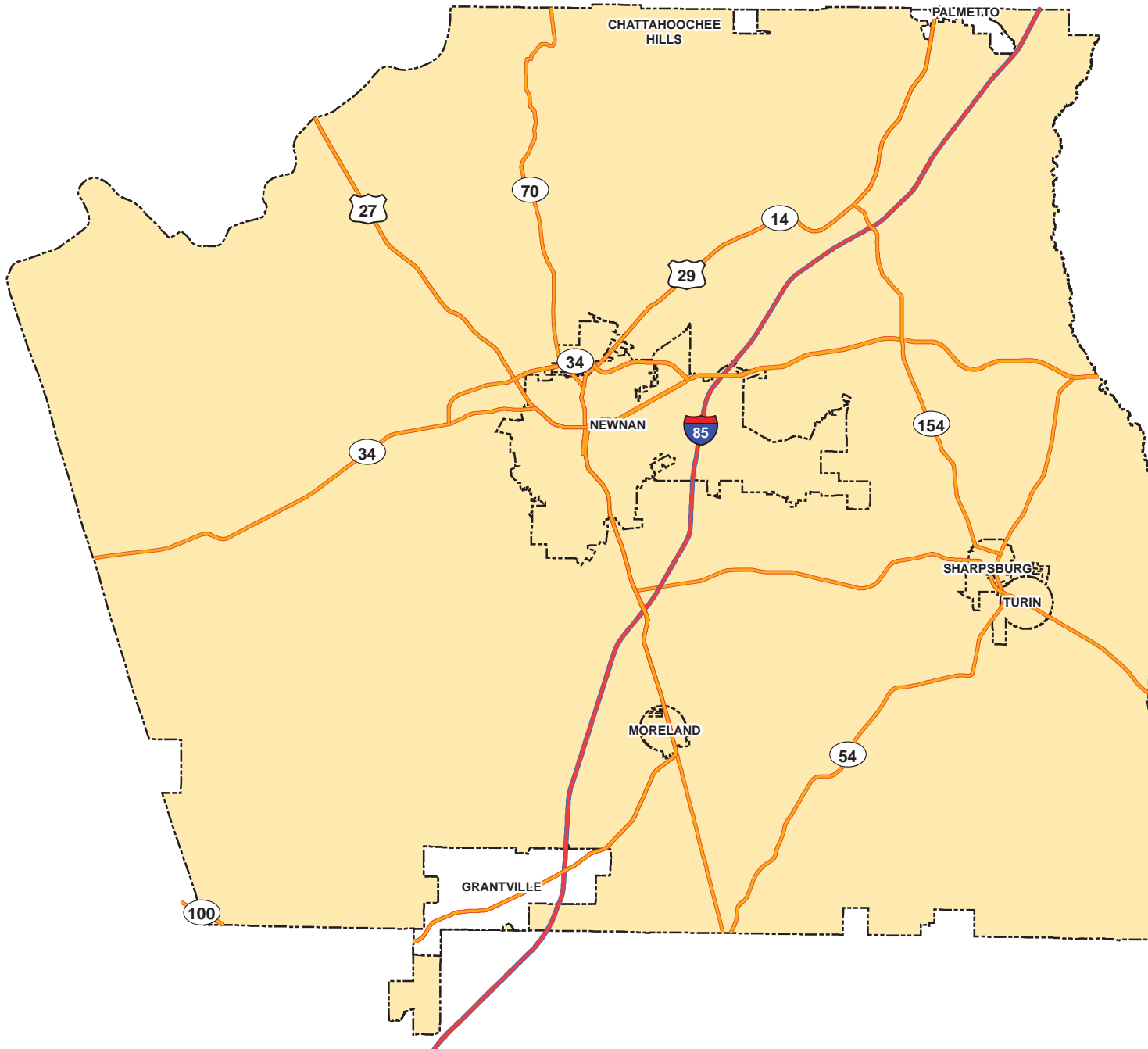
7. Person completing form: **Shannon Zerangue, County Clerk**  
Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County, the City of Grantville, and the City of Palmetto operate animal shelters. The Cities of Haralson, Newnan and Senoia and the Towns of Moreland, Sharpsburg, and Turin have agreements with Coweta County for the use of its animal shelter.



GEORGIA,  
COWETA COUNTY

AGREEMENT

WHEREAS, Coweta County, Georgia, hereinafter County, and the City of Newnan, Georgia, hereinafter City, desire to work together to accomplish animal control for the City of Newnan and

WHEREAS, the City and County desire to memorialize their understanding by this agreement,

It is, therefore, for and in consideration of the sum of \$10.00 (Ten Dollars) in hand paid and other consideration the receipt and sufficiency of which is hereby acknowledged, agreed as follows:

1.

City shall continue to provide animal control in the City limits as it has in the past except with regard to receipt, processing and, if necessary, disposal of animals taken into custody by the City's Animal Control Department. The City's Animal Control Department or Police Department must provide the proper paperwork or information to the County Animal Control Department before the animal(s) will be accepted at the County shelter.

2.

County agrees to and shall receive all animals delivered to County by City at the County Animal Control Facility located on Selt Road only after all available information about the animal(s) have been completed to in-process the animal(s) at the shelter. It is also the responsibility of the city officers to transport any visibly injured or sick animal(s) to a licensed veterinarian for examination or treatment prior to transporting to the shelter, so long as acceptance of the animals delivered does not violate any County or State regulations.

3.

At such times as animals are turned over to County after being accepted by a county animal control officer, the further processing of said animals shall proceed according to county ordinance and said animals are deemed to be the "property" of the



County. Animals impounded by city officers shall be scanned for microchips and if found to contain a microchip, the city officer shall accept responsibility to contact the owner as to where the animal can be re-claimed.

4.

City agrees to modify its ordinances to the extent that City ordinances are in conflict with County ordinances regarding the processing of animals taken into custody.

5.

The parties represent to each other that the respective Governmental bodies of each party has authorized and approved this Agreement in an open meeting duly assembled under Georgia Law.


6.

The duration of this Agreement shall be for ten years, but may be terminated sooner by either party on the giving of 30 days notice in writing to the other party.

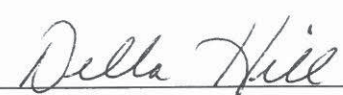
7.


County and City agree further that they will share the cost of future expansion of the County Animal Control facility if such an expansion becomes necessary during the term of this agreement.

This agreement made this 8<sup>th</sup> day of December 2011.

  
\_\_\_\_\_  
Mayor, City of Newnan, Georgia

  
\_\_\_\_\_  
Chairman, Coweta County, Georgia

  
\_\_\_\_\_  
Attest Clerk

  
\_\_\_\_\_  
Attest Clerk

GEORGIA,  
COWETA COUNTY

AN AGREEMENT

WHEREAS, Coweta County, Georgia, hereinafter "County", and the City of Senoia, Georgia, hereinafter "City", desire to work together to accomplish animal control for the City of Senoia; and

WHEREAS, the City and County desire to memorialize their understanding by this Agreement.

It is, therefore, for and in consideration of the sum of \$10.00 (ten Dollars) in hand paid and other considerations the receipt and sufficiency of which is hereby acknowledged, agreed as follows:

1.

City shall continue to provide animal control in the City limits in accordance to the City's Code of Ordinances. The City's Public Works Department, Code Enforcement Officer or Police Department must provide the proper paperwork or information to the County Animal Control Department before animal(s) will be accepted at the County Shelter.

2.

County agrees to and shall receive all animals delivered to the County by the City at the County's animal shelter only after all available information about the animal(s) has been completed to in-process the animal(s) at the shelter. It is the responsibility of the City to transport any visibly injured or sick animals(s) to a licensed veterinarian for examination or treatment prior to transporting to the shelter, so long as acceptance of the animal(s) delivered does not violate any County or State regulations.

3.

At such time as animal(s) are turned over to the County after being accepted by a County animal control officer, the further processing of said animal(s) shall proceed in accordance to the County's Code of Ordinances, and said animal(s) are deemed to be the sole property of the County. Animal(s) impounded by the City shall be scanned for microchips and if found to contain a microchip, the City shall accept responsibility to contact the owner as to where the animal(s) can be reclaimed.

4.

City agrees to modify its Code of Ordinances to the extent that the City's ordinances are in conflict with the County's Code of Ordinances regarding the processing of animal(s) taken into custody.

5.

The parties represent to each other that the respective Governmental bodies of each party has authorized and approved this Agreement in an open meeting duly assembled under Georgia Law.

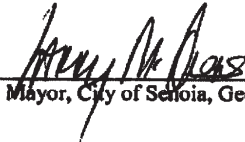
6.

This Agreement shall commence on the date executed by both parties and expire on September 30, 2016, and at each subsequent September 30<sup>th</sup> if this Agreement is renewed as set forth herein. This Agreement shall automatically renew on October 1, for additional terms of twelve (12) months each unless terminated by either party in writing not less than thirty (30) days from the expiration of the current term.

7.

County and City agree further that they will share the cost of future expansion of the County Animal Control facility if such an expansion becomes necessary during the term of this agreement.

This Agreement made this 26<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Mayor, City of Senoia, Georgia

  
\_\_\_\_\_  
Chairman, Coweta County, Georgia

  
\_\_\_\_\_  
Attest Clerk

  
\_\_\_\_\_  
Attest Clerk



# Instructions for Form 1

**Instructions:**

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

<b>COUNTY:</b> Coweta	<b>Service:</b> Building Inspection
-----------------------	-------------------------------------

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

**Coweta County, Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg, Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**Attachment**

**Pf Pd CgD d, yM Iri Tud**

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>L calG vsrnmsntYrAuth rity</i>	<i>FundingMsth d</i>
Coweta County	Fees for service
City of Grantville	Fees for service
City of Haralson	Fees for service
Town of Moreland	Fees for service
City of Newnan	Fees for service and General Fund
City of Palmetto	Fees for service
City of Senoia	Fees for service
Town of Sharpsburg	Fees for service
Town of Turin	Fees for service
City of Chattahoochee Hills	Fees for service

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

<i>AgrrssmsntYams</i>	<i>C ntractingPartisN</i>	<i>EffctivsYndYEndingYatsN</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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601 Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Coweta County and each of the municipalities provide building inspection services within its jurisdiction.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Business Regulation

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

**Coweta County, Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg, Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	Fees paid by regulated business
City of Grantville	Fees paid by regulated business
City of Haralson	Fees paid by regulated business
Town of Moreland	Fees paid by regulated business
City of Newnan	Fees paid by regulated business
City of Palmetto	Fees paid by regulated business
City of Senoia	Fees paid by regulated business
Town of Sharpsburg	Fees paid by regulated business
Town of Turin	Fees paid by regulated business
City of Chattahoochee Hills	Fees paid by regulated business

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County and the Cities of Chattahoochee Hills, Grantville, Haralson, Newnan, Palmetto, and Senoia, and the Towns of Moreland, Sharpsburg, and Turin provide for business regulation within their boundaries and fund the operation by assessing fees to be paid by the regulated businesses.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Cemeteries

1. Check the box that best describes the agreed upon delivery arrangement for this 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:  
**Grantville, Moreland, Newnan, and Senoia**)

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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



**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
City of Grantville	Donations
Town of Moreland	Trust Fund
City of Tewan	General Fund
City of Senoia	General Fund and Donations

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

The City of Chattahoochee Nills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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

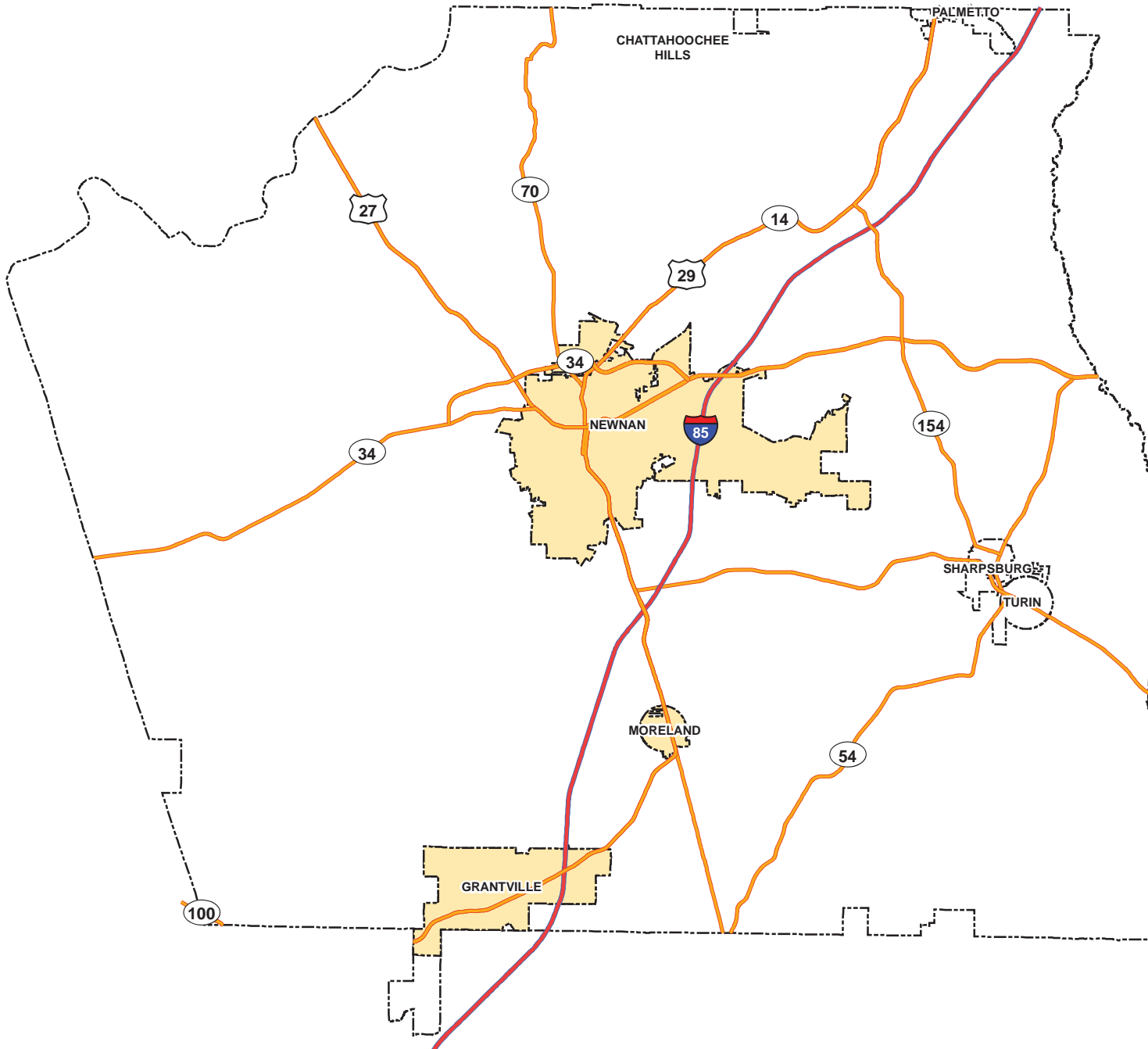
7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

The Cities of Grantville, Tewan, Senoia, and the Town of Moreland provide cemetery service. The other governmental agencies do not provide this service.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Code Enforcement

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg, and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County	General Fund (Insurance Premium Taxes)
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund
City of Haralson	General Fund
Town of Moreland	General Fund
City of Newnan	General Fund
City of Palmetto	General Fund
City of Senoia	General Fund
Town of Sharpsburg	General Fund
Town of Turin	General Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

Agreement Name	Contracting Party	Effective and Ending Dates
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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Each governmental entity provides code enforcement services within its boundaries.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Convention and Tourism**

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County provides countywide. Newnan and Senoia provide within their respective municipal boundaries.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	Hotel/Motel Tax and General Fund
City of Newnan	Hotel/Motel Tax and General Fund
City of Senoia	General Fund and Senoia Downtown Development Authority Supplement

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

The Coweta County Convention and Visitors Bureau is now located in the historic courthouse in downtown Newnan. The CVB provides information and guidance to visitors for attractions and events county-wide. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

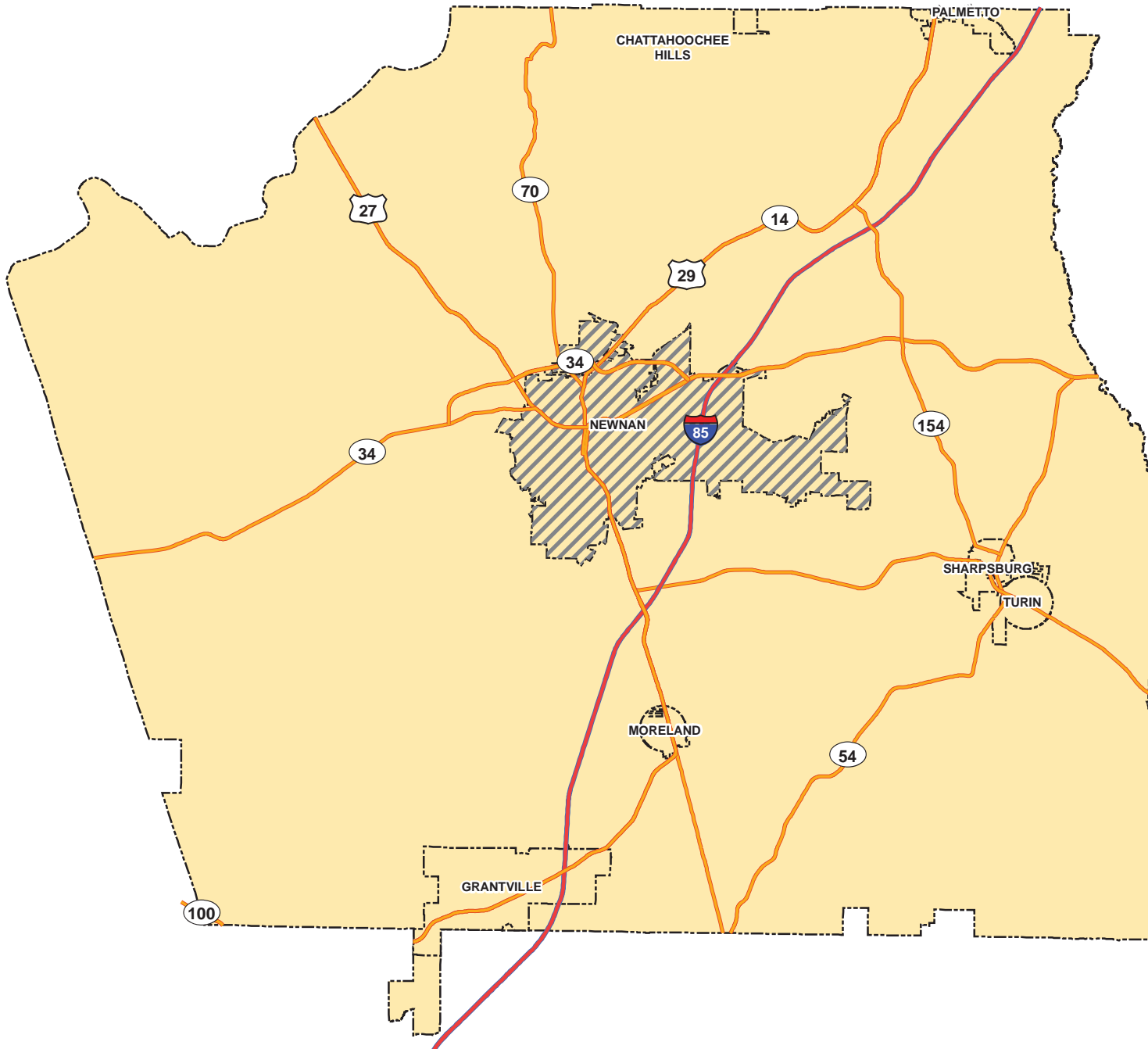
7. Person completing form: **Shannon Zerangue**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides tourism services throughout the County and funds this service through a Hotel/Motel tax and a supplement from the General Fund, if necessary. The City of Newnan operates a convention center through the Newnan Convention Center Authority that is funded by Hotel/Motel tax. The City of Senoia maintains a welcome center with tourist information funded by the General Fund and a supplement from the Senoia Downtown Development Authority. The County's service area overlaps with Newnan's and Senoia's. There are overriding benefits in continuing this arrangement because the overlapping areas receive an enhanced level of service with a more specific focus.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Court Services ACount-**

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.): **Coweta Count-**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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



## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	Court fines/fees and General Fund

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

Court Services was split into two separate services, Court Services – County and Court Services – Municipal. Counties and Cities have clear, distinct roles and responsibilities necessitated by the structure of the legal system. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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.

7. Person completing form: **Shannon geranxue**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta Count- Zdministrator, 770.254.2601**

**Service Deliver- Terms:**  
 Coweta County provides Superior Court, State Court, Juvenile Court, Magistrate Court, and Probate Court county-wide.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY: Coweta</b>	<b>Service: Court Services - Municipal</b>
-----------------------	--

1. Check the box that best describes the agreed upon delivery arrangement for this 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: **Chattahoochee Hills, Grantville, Haralson, Newnan, Palmetto, Senoia, and Sharpsburg provide municipal court within their respective municipal boundaries.**)

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

**Yes** (if Yes, You must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-z4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

## SDS FORM 2, continued

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

Local Government or Authority	Funding Method
City of Chattahoochee Hills	Court fines/fees and General Fund
City of Grantville	Court fines/fees and General Fund
–own of Haralson	Court fines/fees and General Fund
City of Tewan	Court fines/fees and General Fund
City of 5almetto	Court fines/fees and General Fund
City of ” enoia	Court fines/fees and General Fund
–own of ” harpsburg	Court fines/fees and General Fund

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

Court ” erVICES was split into two separate services, Court ” erVICES WCounty and Court ” erVICES WMunicipal. Counties and Cities have clear, distinct roles and responsibilities necessitated by the structure of the legal system. City of Haralson and –own of ” harpsburg began providing municipal court services. –owns of Moreland and –urin no longer provide municipal court services. –he City of Chattahoochee Hills annexed property located in Coweta County since the last ” D” was produced and is now reflected in this ” D” .

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement to Operate and 5rovide a Municipal Court for the –own of ” harpsburg	–he Honorable Pames C. ” tripling, Pudge of Magistrate Court, the –own of ” harpsburg, and Coweta County	July 1, z01NWDecember 31, z0z0

6. 8 hat 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/

–owns of ” harpsburg and Haralson established the municipal court by ordinance.

7. 5erson completing form: **Shannon Zerangue**  
 5hone number: 770.zN4.z601      Date completed: October z0, z016

j . 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/  es  o

If not, provide designated contact person(s) and phone number(s) below:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

–he Cities of Chattahoochee Hills, Grantville, Haralson, Tewan, 5almetto, ” enoia, and the –own of ” harpsburg provide Municipal Court for violations of municipal ordinances and traffic offenses.

STATE OF GEORGIA

COUNTY OF COWETA

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
HONORABLE JAMES C. STRIPLING, JUDGE OF MAGISTRATE  
COURT OF COWETA COUNTY, GEORGIA AND THE TOWN OF  
SHARPSBURG, GEORGIA TO ESTABLISH, OPERATE AND PROVIDE A  
MUNICIPAL COURT FOR THE TOWN OF SHARPSBURG, GEORGIA**

**WHEREAS**, the Georgia General Assembly authorizes Coweta County (hereinafter "County") pursuant to O.C.G.A. § 15-10-150 et seq to enter into a contract to furnish municipal court services for a municipality; and

**WHEREAS**, the Town of Sharpsburg, Georgia (hereinafter "Town") is authorized to create a municipal court under its charter and had determined that it is in the best interests of the health, safety and morals of the public to establish a municipal court;

**WHEREAS**, the Honorable James C. Stripling, Judge of the Magistrate Court of Coweta County, (hereinafter "Judge") has agreed to act as municipal court judge and to operate a municipal court for the Town;

**NOW, THEREFORE**, in consideration of the benefits that flow between the parties, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement.

- a) The Town is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq; and
- b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2015, and shall continue until midnight, December 31<sup>st</sup>, 2020, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon (60) days written notice. If notice to terminate is given, the County and the Judge will continue to provide the contracted services to the Town given through the end of the day of the sixtieth day after giving such notice.

Section 4. Prerequisites to Performance. The Town shall adopt a resolution authorizing the County to operate a municipal court on its behalf and shall pay all costs incurred by the County for the forms needed to conduct municipal court.

Section 5. Collection of Fines. The Magistrate Judge shall collect all base fines imposed and remit such fines to the Town on a monthly basis. Any mandated add on fees shall be remitted as required by state law. The Magistrate Judge has the authority to impose a fee of \$70.00 per case that results in the imposition and collection of fines and costs. When this \$70.00 fee is imposed, the Town agrees that this fee shall be retained by the clerk of court and remitted monthly to the County. This fee shall be the County's and Judge's sole compensation under this agreement. The Magistrate Judge shall provide the Town with a report on a monthly basis listing fines and fees collected.

Section 6. Scope of Services. After adopting the appropriate resolution set forth in Section 4, the Magistrate Judge shall provide any and all services required to conduct, manage and supervise municipal court for the Town, and shall have full authority to act as Judge over the municipal court of the Town. In addition, all other officers and personnel of the magistrate court shall have full authority to act as officers and personnel of the municipal court.

Section 7. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 8. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

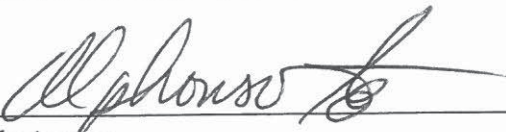
Section 9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 10. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 11. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

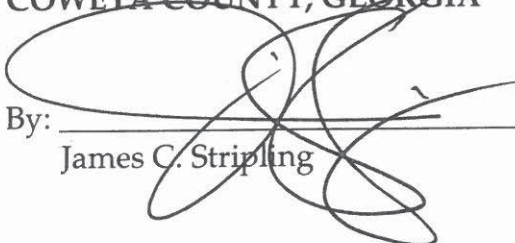
SO AGREED, this 18<sup>th</sup> day of AUGUST, 2015.

**COWETA COUNTY, GEORGIA**

BY:   
VICE - Chairman

Attest:   
Clerk

**JUDGE, MAGISTRATE COURT OF  
COWETA COUNTY, GEORGIA**

By:   
James C. Stripling

**TOWN OF SHARPSBURG, GEORGIA**

Acting by and through the Mayor  
and Council

By:   
Mayor

Attest:   
Clerk

COUNTY OF COWETA  
STATE OF GEORGIA

RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
TOWN OF SHARPSBURG, GEORGIA

**WHEREAS**, the Town Council of Sharpsburg, pursuant to the authority of Article VI of its charter, has established by ordinance a Municipal Court; and

**WHEREAS**, the Town Council pursuant to its charter is authorized to retain the services of a judge to serve as Judge of the Municipal Court of the Town of Sharpsburg; and

**WHEREAS**, the Town of Sharpsburg is authorized to create a Municipal Court under its charter and has determined that is in the best interest of the health, safety and morals of the public and has established a Municipal Court; and

**WHEREAS**, pursuant to an Intergovernmental Agreement between Coweta County, Judge James C. Stripling and the Town of Sharpsburg the Magistrate Court of Coweta County has agreed to act as Municipal Court and operate a Municipal Court for the Town; and

**NOW WHEREFORE, IT IS HEREBY RESOLVED** unanimously by the Mayor and Town Council of the Town of Sharpsburg that Magistrate Court of Coweta County, shall serve as the Town's Municipal Court on an as needed basis.

**AND BE IT FURTHER RESOLVED** that the Mayor of the Town of Sharpsburg is hereby authorized to enter into the aforementioned agreement on behalf of the Town of Sharpsburg and bind the Town of Sharpsburg thereby.

**SO RESOLVED THIS** 3<sup>rd</sup> day of Aug, 2015, at an open public meeting and in conformity with the requirements of the Georgia Open Meetings Law

Absent

Wendell E. Staley, Mayor

James Clay Cole

J. Clay Cole, Council Member

Celene D. Davenport

Celene D. Davenport, Council Member

Derrick G. McElwaney  
Derrick G. McElwaney, Council Member

D. Keith Rhodes

D. Keith Rhodes, Council Member

Attest:

Donna M. Camp

Donna M. Camp, Town Clerk

**A RESOLUTION OF THE COWETA COUNTY BOARD OF COMMISSIONERS  
REGARDING AN INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL  
COURT SERVICES FOR THE TOWN OF SHARPSBURG**

WHEREAS, the Georgia General Assembly authorizes Coweta County, Georgia, pursuant to O.C.G.A. § 15-10-150, et seq. to enter into a contract to furnish municipal court services for a municipality; and

WHEREAS, the Town of Sharpsburg, Georgia is authorized in its charter to establish a municipal court; and

WHEREAS, the Town of Sharpsburg has voted to enter into intergovernmental agreement with Coweta County and the Magistrate Court of Coweta County Chief Magistrate to operate a municipal court for the Town of Sharpsburg; and

WHEREAS, Coweta County finds it is in the best interests of the health, safety and welfare of the citizens to enter into said contract with the Town of Sharpsburg.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Coweta County that Coweta County is authorized to enter into the aforementioned contract with the Town of Sharpsburg and the Magistrate Court of Coweta County Chief Magistrate.

SO RESOLVED this 18<sup>th</sup> day of AUGUST, 2015.


VICE- Chairman

  
\_\_\_\_\_  
Bob Blackburn

  
\_\_\_\_\_  
Paul Pook

  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Development and Street Naming

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County provides services countywide, except for Palmetto and Chattahoochee Hills. Palmetto and Chattahoochee Hills provide services within their municipal boundaries.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund
City of Palmetto	General Fund
City of Chattahoochee Hills	General Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.  
 New service implemented in coordination with the municipalities in order to reduce known issues that cause improper geolocating within the computer aided dispatch system (CAD), confusion among public safety workers during an emergency, mail and delivery service mistakes, GPS and location service errors, and road and address inconsistency warps over time.

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 and Street Naming IGA	Coweta County and City of Grantville	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Development and Street Naming IGA	Coweta County and City of Haralson	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Development and Street Naming IGA	Coweta County and City of Moreland	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Development and Street Naming IGA	Coweta County and City of Newnan	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Development and Street Naming IGA	Coweta County and City of Senoia	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Development and Street Naming IGA	Coweta County and City of Sharpsburg	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
Development and Street Naming IGA	Coweta County and City of Turin	10/1/2016 – 9/30/2017 <i>automatic renewal</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?

Each city and town will adopt an ordinance that is consistent with the County's development and street naming ordinance.

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601    Date completed: October 20, 2016

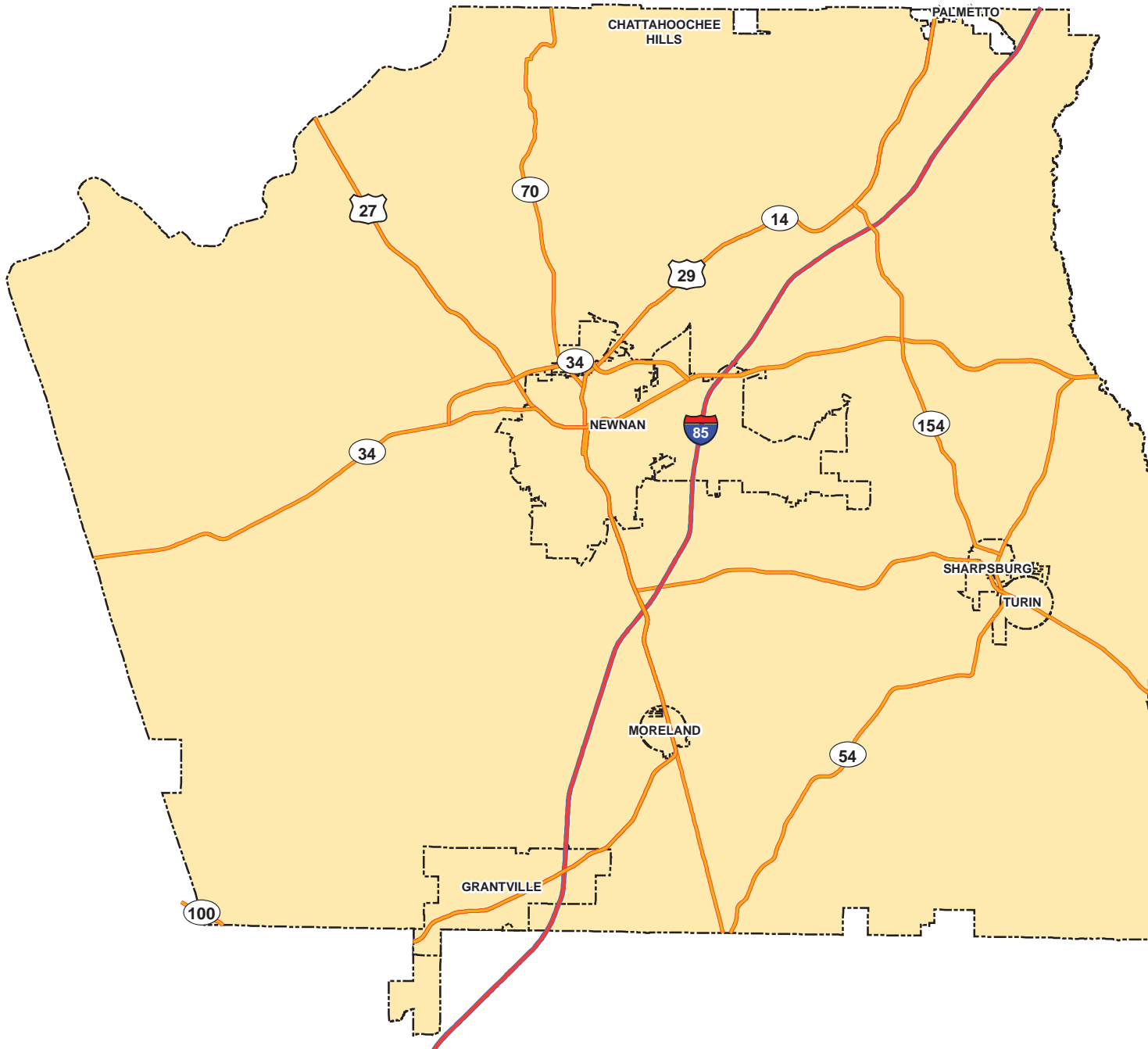
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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

**Michael Fouts, Coweta County Administrator**    **Page 2 of 3**

**Service Delivery Terms:**

In order to reduce known issues that cause improper geo-locating within the computer aided dispatch system (CAD), confusion among public safety workers during an emergency, mail and delivery service mistakes, GPS and location service errors, and road and address inconsistency warps over time, each city and town will adopt an ordinance regarding the naming of new developments and streets that is consistent with the County's ordinance. Development and street names will be submitted to the Coweta County Planning Department, Division of Development Review. A street naming committee comprised of one (1) representative from the Planning Department, GIS, and E-911 will determine whether the name(s) submitted are acceptable. The development and street name index is maintained in the E-911 office and can provide information on existing names; the index, along with an approved street type list, can be accessed online at <http://www.coweta.ga.us>. Cities and Towns will continue to provide addressing services within their municipal boundaries.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Economic Development**

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County Development Authority/Development Authority of Coweta County provide services county-wide and the Development Authority of the City of Newnan, the Newnan Downtown Development Authority, Senoia Downtown Development Authority, Senoia Development Authority, City of Grantville Downtown Development Authority provide services within each city's municipal boundaries**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	General Fund and fees
City of Grantville	General Fund
City of Newnan	General Fund and fees
City of Senoia	General Fund

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

City of Palmetto and Town of Sharpsburg do not have Development Authorities.  
 City of Grantville and City of Senoia have Downtown Development Authorities.  
 The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Agreement Regarding Economic Development for Coweta County	Coweta County and Coweta County Development Authority	August 6, 2013 – August 5, 2018

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

None

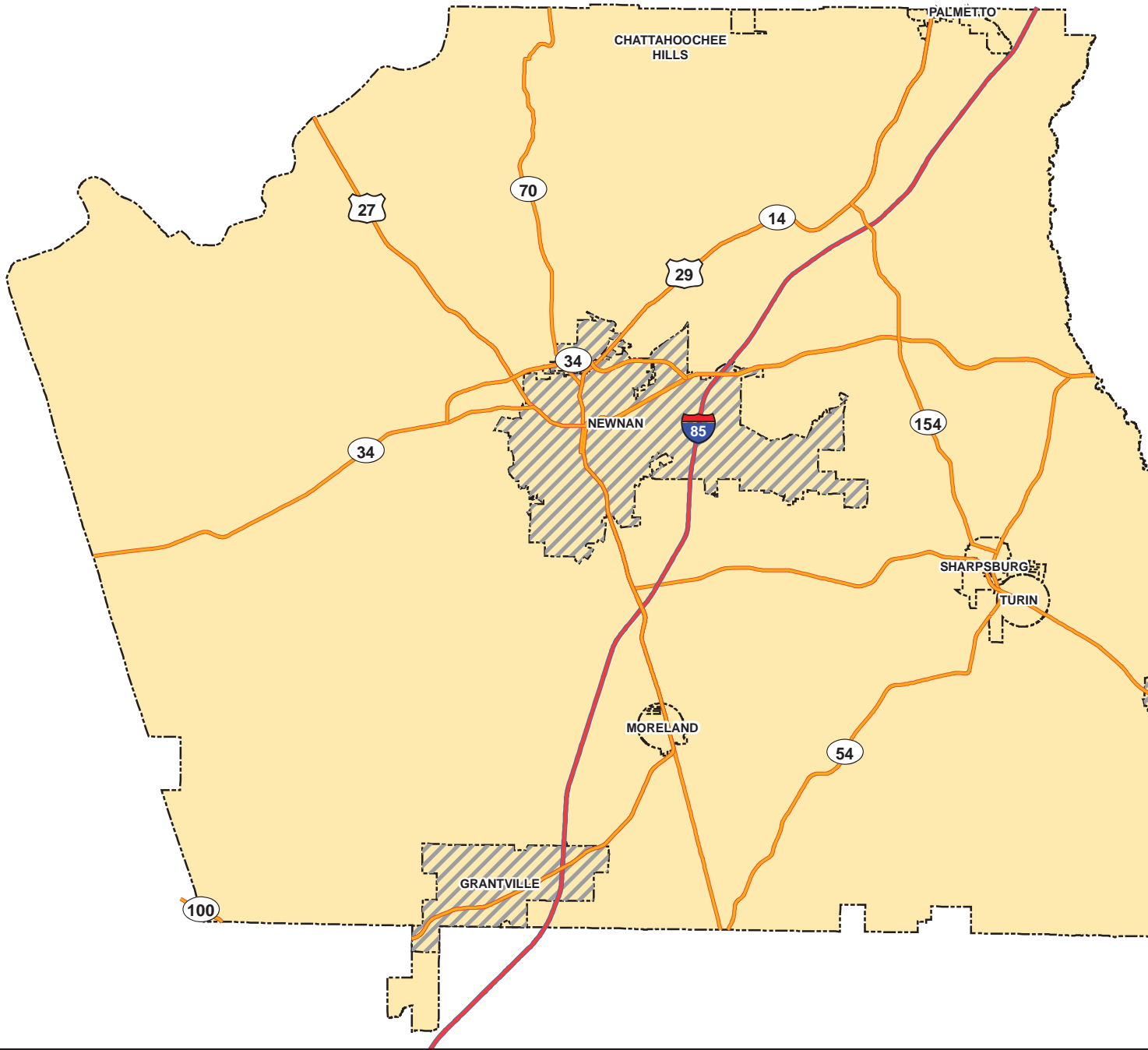
7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Economic development services are provided by the Coweta County Development Authority/Development Authority of Coweta County county-wide. The City of Grantville Downtown Development Authority, the Development Authority of the City of Newnan, the Newnan Downtown Development Authority, the Senoia Downtown Development Authority, and the Senoia Development Authority provide services within each city's municipal boundaries. The Coweta County Development Authority's service area overlaps with the areas served by the Development Authority of the City of Newnan, the Newnan Downtown Development Authority, the Senoia Downtown Development Authority, the Senoia Development Authority, and the City of Grantville Downtown Development Authority. There are overriding benefits in continuing this arrangement because the overlapping areas receive an enhanced level of service with a more specific focus.



STATE OF GEORGIA  
COUNTY OF COWETA

AGREEMENT REGARDING ECONOMIC DEVELOPMENT  
FOR COWETA COUNTY

Whereas, the Board of Commissioners of Coweta County, Georgia (hereinafter "Board") finds it to be the best interest of Coweta County to provide and fund a means to promote economic development throughout Coweta County in order to maintain and enhance the quality of life in the County thereby the general welfare of all citizens of the County; and

Whereas, the Board recognizes that positive economic development can assure that County's tax base remains balanced and viable over time; and

Whereas, the Coweta County Development Authority and Development Authority of Coweta County (hereinafter collectively "Authority") was established by the Georgia General Assembly for the specific purpose of promoting and expanding for the public good and welfare of Coweta County and its citizens, industry, agriculture, trade, commerce and recreation; and

Whereas, the Authority desires to exercise its lawful powers to provide economic development services for the County; and

Whereas, the Board and Authority desire to formalize specific points of their agreement regarding economic development.

Now, therefore, in consideration of the mutual promises contained herein and the sum of ten dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Authority agree as follows:

1. Funding. Authority shall request and the Board shall allocate as part of the County budget process funds for the Authority sufficient to permit the Authority to establish and carry out an effective and reasonable economic development program for Coweta County. The County shall allocate an annual amount of no less than \$260,000, or an amount agreeable to both parties. The Authority in its discretion may request funding above this amount if it deems such funding to be necessary to carry out this program.
2. Program. Authority shall in the exercise of its lawful powers and in its sole discretion establish a program that is adequately staffed by a County employee or employees and that is reasonably calculated to promote positive economic development throughout Coweta County.
3. Plan. Authority shall with the assistance and counsel of its staff establish with all deliberate speed a five-year plan for the promotion of positive economic growth within Coweta County.
4. Employee(s). Authority shall within the parameters of its budget hire an



employee or employees needed to assist the Authority in the administration of the economic plan and program on a day-to-day basis. Any such employee or employees may be a County employee but shall answer and be responsible to the Authority.

5. Office. The County shall provide suitable office space for the Authority and its staff.
6. Audit. All financial accounts of the Authority shall be subject to audit by the Board or its designee.
7. Reporting. Authority shall or shall cause its staff to fully inform the Board and the citizens of Coweta County how budgeted funds have been spent, as requested, subject to confidentiality agreements, requirements or expectations of industrial prospects and partners in the recruitment process.
8. Term. The term of this agreement shall be five (5) years. The agreement may be extended for additional five (5) year terms with the written mutual consent of the parties.
9. Applicable Law. This agreement and all of its terms shall be governed by Georgia law.
10. Financial and Personnel Management Service. County shall provide financial accounting, personnel benefits and management services to the Authority as necessary in the performance of this contract.
11. Amendment. This agreement may be amended or supplemented from time to time with the mutual written consent of the parties hereto.

This agreement is hereby made and entered, this 6 day of AUGUST 2013

Coweta County Board of Commissioners

By: Bob Blukku  
Chairman

Attest: Shannon Zerangue (SEAL)  
Clerk

Coweta County Development Authority/  
Development Authority of Coweta County

By: Aery Dariuska  
Chairman

Attest: [Signature] (SEAL)  
Secretary





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Elections

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County, Election services for the Cities of Chattahoochee Hills and Palmetto are provided by Fulton County. Chattahoochee Hills provides election services for municipal elections.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund
Town of Haralson	General Fund
Town of Moreland	General Fund
City of Newnan	General Fund
City of Palmetto	General Fund
City of Senoia	General Fund
Town of Sharpsburg	General Fund
Town of Turin	General Fund and candidate fees

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
IGA Relating to Services of the Coweta County Board of Elections	City of Grantville, Coweta County, and Coweta County Board of Elections	10/1/2016 – 9/30/2017 automatic renewal
IGA with Coweta County Board of Elections	City of Haralson and Coweta County Board of Elections	10/1/2016 – 9/30/2017 automatic renewal
IGA Relating to Services of the Coweta County Board of Elections	Town of Moreland and Coweta County	10/1/2016 – 9/30/2017 <i>automatic renewal</i>
IGA Relating to Services of the Coweta County Board of Elections	City of Newnan and Coweta County	10/1/2016 – 9/30/2017 automatic renewal
IGA Relating to Services of the Coweta County Board of Elections	City of Senoia and Coweta County	10/1/2016 – 9/30/2017 automatic renewal
IGA Relating to Services of the Coweta County Board of Elections	Town of Sharpsburg and Coweta County	10/1/2016 – 9/30/2017 automatic renewal
IGA Relating to Services of the Coweta County Board of Elections	Town of Turin and Coweta County	10/1/2016 – 9/30/2017 automatic renewal

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

None

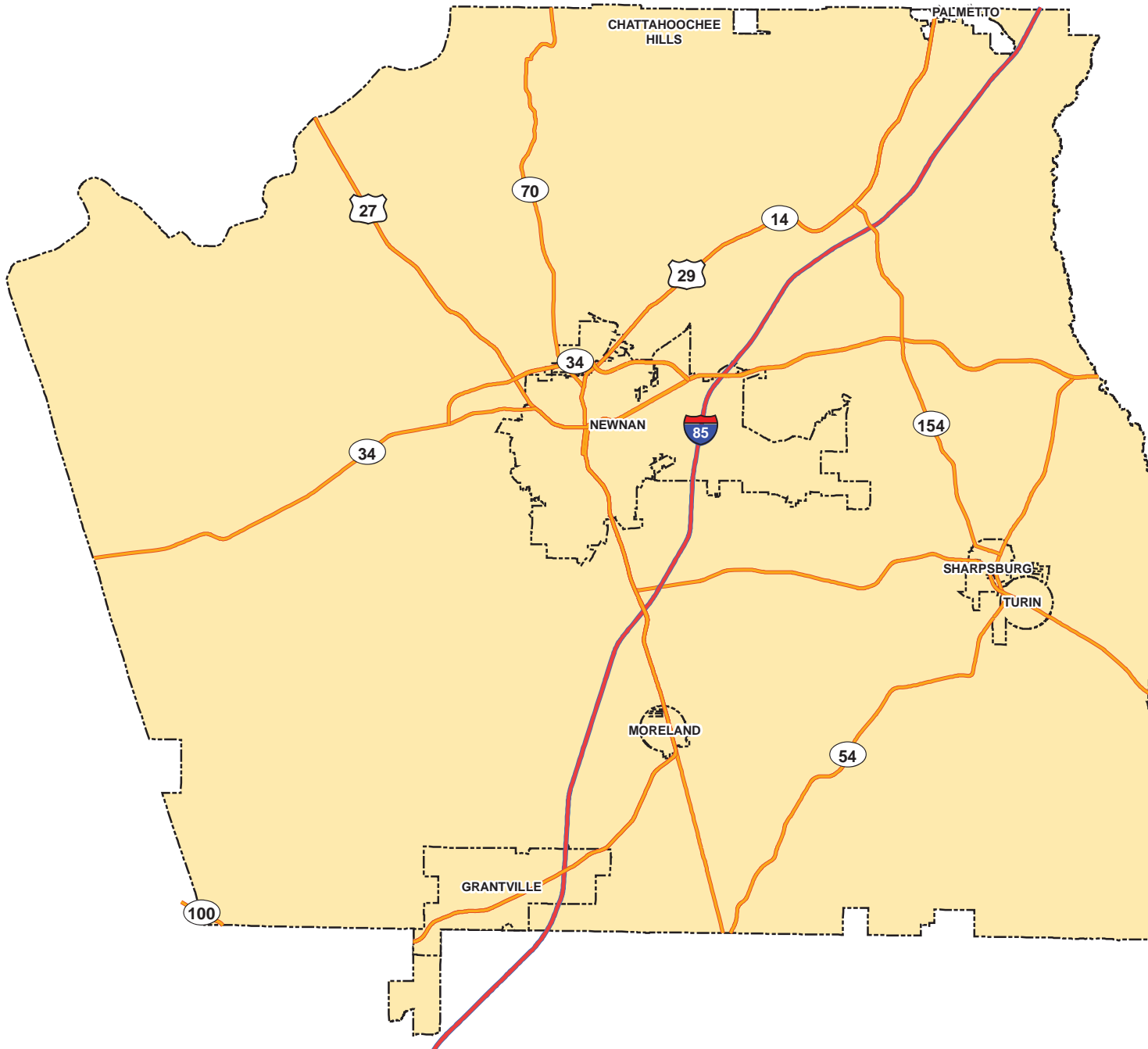
7. Person completing form: **Shannon Zerangue, County Clerk**  
Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Elections services are provided by Coweta County for all general elections and by contract for special municipal elections occurring independently from general elections. Election services for the Cities of Chattahoochee Hills and Palmetto are provided by Fulton County. Chattahoochee Hills provides election services for municipal elections.



**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE CITY OF GRANTVILLE, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the City has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the City of Grantville, Georgia, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the City of Grantville are located within Coweta County;

**WHEREAS**, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of Grantville to enter into an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2016, and shall terminate on December 31, 2017.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

**Section 4. Prerequisites to Performance.** The City shall adopt an ordinance authorizing the Board to conduct elections, and the City may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

**Section 5. Scope of Services.** After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the City;

- (c) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (d) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and Clerks to supervise and hold the municipal election; and
- (e) In the event that a special unscheduled election is necessary, the City and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (f) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (g) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

**Section 6. Compensation.** The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

**Section 7. Indemnity.** The City shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of



the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Coweta County Superintendent of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 8. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**Section 9. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 10. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 11. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 12. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 13. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 14. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Grantville, Georgia 30263.
- (b) City of Grantville – Mayor, City of Grantville, Post Office Box 160, Grantville, Georgia 30220.
- (c) Board of Elections and Superintendent of Elections – Elections, 22 East Broad Street, Grantville, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.


SO AGREED this 7<sup>th</sup> day of February, 2017.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By:

  
Chairman

ATTEST:

  
Clerk

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: Joe Scarpino  
Chairman and Superintendent of  
Elections

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

CITY OF GRANTVILLE, GEORGIA  
Acting by and through the Mayor  
And Council

By: \_\_\_\_\_

Mayor

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

Clerk

[SEAL]



**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE CITY OF HARALSON, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the City has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the City of Haralson, Georgia, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the City of Haralson are located within Coweta County;

**WHEREAS**, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of Haralson to enter into an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2016, and shall terminate on December 31, 2017.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

**Section 4. Prerequisites to Performance.** The City shall adopt an ordinance authorizing the Board to conduct elections, and the City may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

**Section 5. Scope of Services.** After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the City;

- (c) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (d) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and Clerks to supervise and hold the municipal election; and
- (e) In the event that a special unscheduled election is necessary, the City and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (f) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (g) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

**Section 6. Compensation.** The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

**Section 7. Indemnity.** The City shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of

the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Coweta County Superintendent of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 8. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**Section 9. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 10. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 11. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 12. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.



**Section 13. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 14. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) City of Haralson – Mayor, City of Haralson, Post Office Box 155, Haralson, Georgia 30229.
- (c) Board of Elections and Superintendent of Elections – Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.


SO AGREED this 7<sup>th</sup> day of February, 2017.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By:

  
Chairman

ATTEST:

  
Clerk

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: *Paul Scoggins*  
Chairman and Superintendent of  
Elections

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

CITY OF HARALSON, GEORGIA  
Acting by and through the Mayor  
And Council

By: *Quinn D. H. Cray*  
Mayor

ATTEST: *Paulette Brown*  
Clerk

[SEAL]



**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE TOWN OF MORELAND, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the Town has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the Town of Moreland, Georgia, (hereinafter "Town"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the Town of Moreland are located within Coweta County;

**WHEREAS**, the Town is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the Town Council of said Town, as Mayor of said Town, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the Town under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the Town of Moreland to enter into an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The Town is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2016, and shall terminate on December 31, 2017.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the Town for all services given through the end of the day of the sixty day period.

**Section 4. Prerequisites to Performance.** The Town shall adopt an ordinance authorizing the Board to conduct elections, and the Town may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

**Section 5. Scope of Services.** After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the Town in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the Town;

- (c) The date of such election shall be set as provided by law, the polls of each election district of the Town shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (d) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and Clerks to supervise and hold the municipal election; and
- (e) In the event that a special unscheduled election is necessary, the Town and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (f) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (g) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

**Section 6. Compensation.** The Town shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the Town conduct an election on the same date, the Town shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the Town with a complete statement showing all costs and expenses incurred from the election(s). The Town shall remit all expenses and charges in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

**Section 7. Indemnity.** The Town shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of

the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the Town Attorney for the Town. Should the Town Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the Town. All requests for legal assistance by the Coweta County Superintendent of Elections from the Town Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the Town will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the Town Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the Town in writing of its determination that the Town has failed to respond in a timely manner before incurring legal fees on its own behalf for which the Town shall be responsible.

**Section 8. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**Section 9. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 10. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 11. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 12. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 13. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 14. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) Town of Moreland – Mayor, Town of Moreland, Post Office Box 158, Moreland, Georgia 30259.
- (c) Board of Elections and Superintendent of Elections – Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this 7<sup>th</sup> day of February, 2017.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By:

Alphonso Smith  
Chairman

ATTEST:

Frances J. Taber  
Clerk

[SEAL]





[Signatures Continued on Next Page]

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BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: *Jan Sogor*  
Chairman and Superintendent of  
Elections

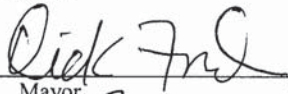
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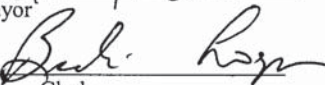


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TOWN OF MORELAND, GEORGIA  
Acting by and through the Mayor  
And Council

By:   
Mayor

ATTEST:   
Clerk

[SEAL]

**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE CITY OF NEWNAN, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the City has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the City of Newnan, Georgia, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the City of Newnan are located within Coweta County;

**WHEREAS**, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of Newnan to enter into an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2016, and shall terminate on December 31, 2017.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

**Section 4. Prerequisites to Performance.** The City shall adopt an ordinance authorizing the Board to conduct elections, and the City may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

**Section 5. Scope of Services.** After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the City;

- (c) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (d) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and Clerks to supervise and hold the municipal election; and
- (e) In the event that a special unscheduled election is necessary, the City and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (f) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (g) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

**Section 6. Compensation.** The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

**Section 7. Indemnity.** The City shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of

the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Coweta County Superintendent of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 8. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**Section 9. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 10. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 11. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 12. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 13. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 14. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) City of Newnan – Mayor, City of Newnan, Post Office Box 1193, Newnan, Georgia 30264.
- (c) Board of Elections and Superintendent of Elections – Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this 7<sup>th</sup> day of February, 2017.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By: *Alfonso Soto*  
Chairman

ATTEST: *Frances J. Weber*  
Clerk

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: *Law Sisaq*  
Chairman and Superintendent of  
Elections

[SEAL]





[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

CITY OF NEWNAN, GEORGIA  
Acting by and through the Mayor  
And Council

By:   
Mayor

ATTEST:   
Clerk

[SEAL]



**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE CITY OF SENOIA, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the City has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the City of SENOIA, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the City of Senoia are located within Coweta County;

**WHEREAS**, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of Senoia to enter an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1<sup>st</sup> day of September, 2003, and shall continue for a period of five (5) years to terminate August 31, 2008.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the City may request the Board to perform any of the following:

- (a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;
- (b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or
- (c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board

rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the City;
- (c) The Superintendent of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;
- (d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and
- (f) In the event that a special unscheduled election is necessary, the City and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (g) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (h) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County a fee of \$150.00 per year an election is conducted as further consideration for the performance of said services.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.

- (b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Coweta County Superintendent of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to

be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for any particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) City of Senoia – Mayor, City of Senoia, 66 Main Street, Senoia, Georgia 30276
- (c) Board of Elections and Superintendent of Elections – Linda Harris, Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this 5 day of August, 2003.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By: Reigh Schlumper  
Chairman

ATTEST: Roy H. Clad  
Clerk

[SEAL]

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: *Linda S. Harris*  
Linda Harris, Chairman and  
Superintendent of Elections

[SEAL]

[Signatures Continued on Next Page]



[Signatures Continued From Previous Page]

CITY OF SENOIA, GEORGIA  
Acting by and through the Mayor  
And Council

By: Dianne Cleveland  
Mayor

ATTEST: Debra Hagan  
Clerk

[SEAL]

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**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE TOWN OF SHARPSBURG, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the Town has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the Town of Sharpsburg, Georgia, (hereinafter "Town"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the Town of Sharpsburg are located within Coweta County;

**WHEREAS**, the Town is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the Town Council of said Town, as Mayor of said Town, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the Town under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the Town of Sharpsburg to enter into an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The Town is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2016, and shall terminate on , December 31, 2017.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the Town for all services given through the end of the day of the sixty day period.

**Section 4. Prerequisites to Performance.** The Town shall adopt an ordinance authorizing the Board to conduct elections, and the Town may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

**Section 5. Scope of Services.** After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the Town in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the Town;

- (c) The date of such election shall be set as provided by law, the polls of each election district of the Town shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (d) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and Clerks to supervise and hold the municipal election; and
- (e) In the event that a special unscheduled election is necessary, the Town and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (f) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (g) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

**Section 6. Compensation.** The Town shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the Town conduct an election on the same date, the Town shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the Town with a complete statement showing all costs and expenses incurred from the election(s). The Town shall remit all expenses and charges in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

**Section 7. Indemnity.** The Town shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of

the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the Town Attorney for the Town. Should the Town Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the Town. All requests for legal assistance by the Coweta County Superintendent of Elections from the Town Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the Town will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the Town Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the Town in writing of its determination that the Town has failed to respond in a timely manner before incurring legal fees on its own behalf for which the Town shall be responsible.

**Section 8. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**Section 9. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 10. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 11. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 12. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 13. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 14. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) Town of Sharpsburg – Mayor, Town of Sharpsburg, Post Office Box 397, Sharpsburg, Georgia 30277.
- (c) Board of Elections and Superintendent of Elections – Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.

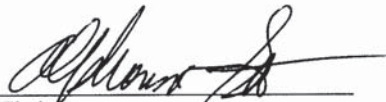
SO AGREED this 7<sup>th</sup> day of February, 2017.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By:

  
Chairman

ATTEST:

  
Clerk

[SEAL]



2025 RELEASE UNDER E.O. 14176

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: *Jan Suggs*  
Chairman and Superintendent of  
Elections

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

TOWN OF SHARPSBURG, GEORGIA  
Acting by and through the Mayor  
And Council

By:   
Mayor

ATTEST   
Clerk

[SEAL]





**STATE OF GEORGIA**

**COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE TOWN OF TURIN, GEORGIA. RELATING TO  
SERVICES OF THE COWETA COUNTY BOARD OF ELECTIONS**

**WHEREAS**, the Georgia General Assembly created a Coweta County Board of Elections (hereinafter "Board") having jurisdiction over the conduct of primaries and elections;

**WHEREAS**, the Town has requested that the Coweta County Board of Commissioners (hereinafter "County") and the Board enter into an agreement with the Town of Turin, Georgia, (hereinafter "Town"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

**WHEREAS**, the corporate limits of the Town of Turin are located within Coweta County;

**WHEREAS**, the Town is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the Town Council of said Town, as Mayor of said Town, special referenda, bond issues, or called special elections, and the Board, through its Chairman, the Superintendent of Elections, is authorized to provide services to the Town under O.C.G.A. § 21-2-40 (b);

**WHEREAS**, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the Town of Turin to enter into an agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The Town is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board has validly adopted a resolution to authorize the County to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2016, and shall terminate on December 31, 2017.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the Board will continue to provide the contracted for services to the Town for all services given through the end of the day of the sixty day period.

**Section 4. Prerequisites to Performance.** The Town shall adopt an ordinance authorizing the Board to conduct elections, and the Town may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

**Section 5. Scope of Services.** After adopting the appropriate ordinances set forth in Section 4, the Board, through its Chairman, who also acts as the Superintendent of Elections, shall provide any and all services required to conduct, manage, and supervise all municipal elections for the Town in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time the Superintendent of Elections shall call for an election, to be held in all applicable voting precincts in the Town;

- (c) The date of such election shall be set as provided by law, the polls of each election district of the Town shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Superintendent of Elections shall count the votes of said election in the manner required by law;
- (d) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and Clerks to supervise and hold the municipal election; and
- (e) In the event that a special unscheduled election is necessary, the Town and the Superintendent of Elections shall confer and reach a mutually convenient date to conduct said election.
- (f) The Superintendent of Elections shall be responsible for coordinating with the office of voter registration to provide for absentee ballots and designate the location to vote absentee.
- (g) The Superintendent of Elections shall perform any other duties required for the conduction of a municipal election as required by Georgia law.

**Section 6. Compensation.** The Town shall pay the County all costs incurred in performing those functions which the municipality has requested the Superintendent of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the Town conduct an election on the same date, the Town shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the Town with a complete statement showing all costs and expenses incurred from the election(s). The Town shall remit all expenses and charges in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

**Section 7. Indemnity.** The Town shall indemnify and hold the County, the Superintendent of Elections and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of

the County, the Board, or Superintendent of Elections in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Superintendent of Elections, the Board or the County or one acting on behalf of Superintendent, Board, or County arising from the municipal election held pursuant to this contract shall be furnished by the Town Attorney for the Town. Should the Town Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the Town. All requests for legal assistance by the Coweta County Superintendent of Elections from the Town Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the Town will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the Town Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Superintendent of Elections shall notify the Town in writing of its determination that the Town has failed to respond in a timely manner before incurring legal fees on its own behalf for which the Town shall be responsible.

**Section 8. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**Section 9. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 10. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 11. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 12. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 13. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 14. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County –Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) Town of Turin – Mayor, Town of Turin, Post Office Box 86, Turin, Georgia 30289.
- (c) Board of Elections and Superintendent of Elections – Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this 7<sup>th</sup> day of February, 2017.

[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

COWETA COUNTY, GEORGIA

By:   
Chairman

ATTEST:   
Clerk

[SEAL]



[Signatures Continued on Next Page]

[Signatures Continued From Previous Page]

BOARD OF ELECTIONS  
OF COWETA COUNTY, GEORGIA

By: *Jane Suggs*  
Chairman and Superintendent of  
Elections

[SEAL]

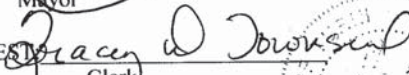


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[Signatures Continued From Previous Page]

TOWN OF TURIN, GEORGIA  
Acting by and through the Mayor  
And Council

By:   
Mayor

ATTEST   
Clerk

[SEAL]





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY: Coweta</b>	<b>Service: Electrical/Gas Service and Distribution</b>
-----------------------	---

1. Check the box that best describes the agreed upon delivery arrangement for this 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:  
**Grantville, Newnan and Palmetto**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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



## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Grantville	Fees for service
City of Newnan	Newnan Utilities – Fees for service
City of Palmetto	Fees for service

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

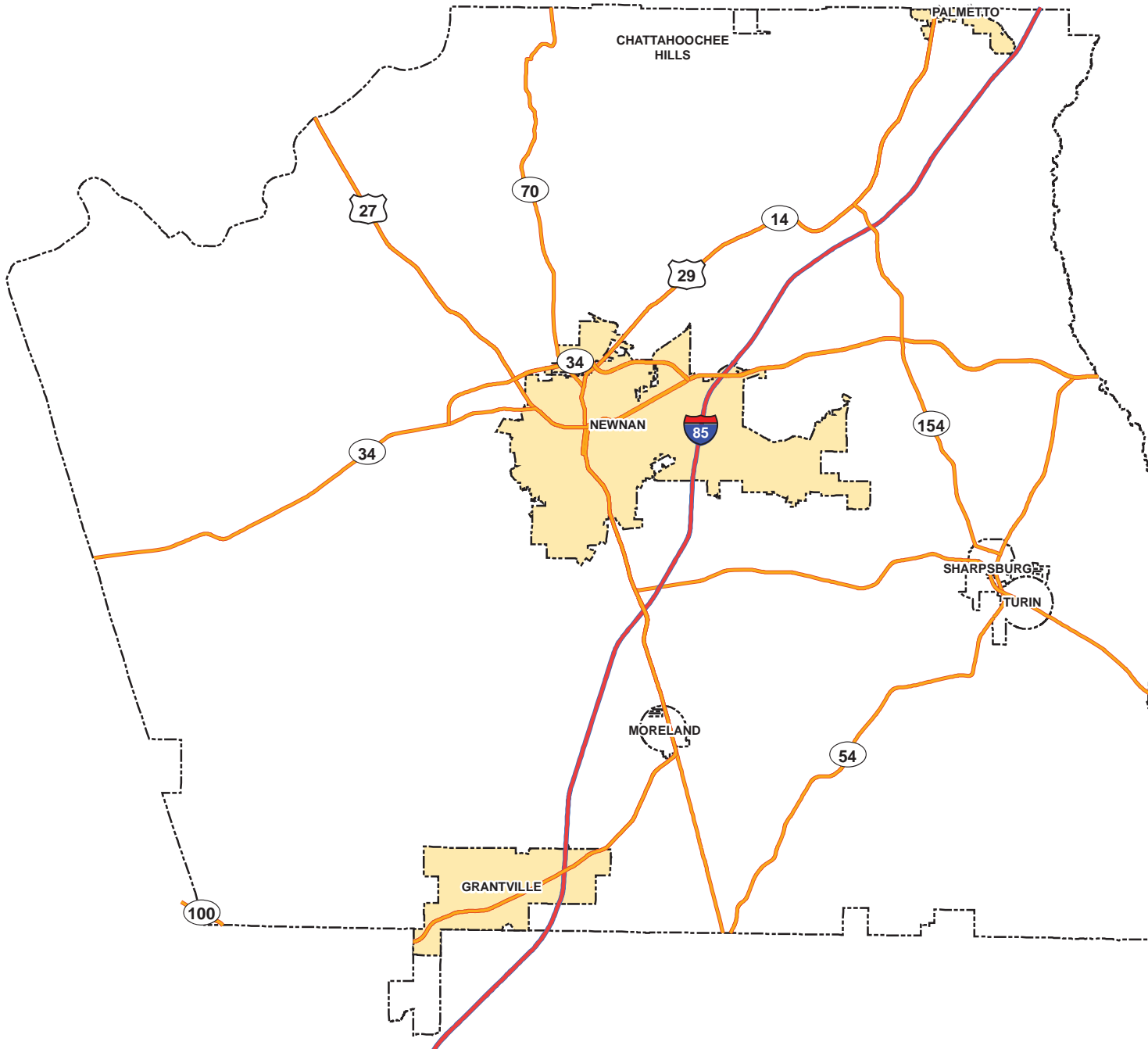
7. Person completing form: **Shannon Zerangue**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

The Cities of Newnan, Grantville, and Palmetto provide electrical utility services within each city's municipal boundaries. No other governmental entities in Coweta County provide this service.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Emergency Management

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.): **Coweta County**

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

**Yes** (if Yes, you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund

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

The City of Chattahoochee Pills annexed property located in Coweta County since the last z Dz was produced and is now reflected in this z Dz .

H. 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 Party</i>	<i>Effective and Ending Dates</i>
None		

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

None

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.464.601      Date completed: October / 0, / 016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Emergency Management services are provided by Coweta County to the entire county.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY:</b> Coweta	<b>Service:</b> <del>Y</del> Emergency Medical Service
-----------------------	--

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.): **Coweta County**

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

**Yes** (if Yes, you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	Fees for service and General Fund

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

The City of Chattahoochee Pills annexed property located in Coweta County since the last z Dz was produced and is now reflected in this z Dz .

H. 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 Party</i>	<i>Effective and Ending Dates</i>
None		

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

None

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770./ 44./ 601      Date completed: October / 0, / 016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Emergency Medical services are provided by Coweta County to entire county.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~YE~~-911 Dispatch

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.): **Coweta County**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County	Fees for service

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

Agreement Name	Contracting Party	Effective and Ending Dates
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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

E-911 Dispatch services are provided by Coweta County to the entire county. Funding is provided by an assessment per month on each telephone line and cell phone.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Fire/Rescue

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County provides in unincorporated areas, Grantville, Haralson, Moreland, Senoia, Sharpsburg and Turin. The Cities of Newnan, Chattahoochee Hills, and Palmetto provide Fire/Rescue services within their municipal boundaries.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

XXXXXXXXXXXXXXXXXXXX

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	Special tax district, SPLOST, and Fire bonds
Chattahoochee Hills	General Fund
Grantville	General Fund
Haralson	Special tax district
Moreland	Special tax district
Newnan	General Fund, SPLOST, and Impact Fees
Palmetto	General Fund
Senoia	General Fund
Sharpsburg	Special tax district
Turin	Special tax district

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

A resolution was passed in 2008 to create a new special tax district for Fire Services, Fire District II. The towns of Moreland, Sharpsburg and Turin passed resolutions to be a part of Fire District II. In 2009, general obligation bonds were issued by the County to provide for new facilities and equipment, including a new radio system, for the Fire Department. The debt service on the 2009 Fire bonds are paid with a levy on Fire District II. In 2014, the County began levying a tax on Fire District II for maintenance and operations of the Fire Department. At that time, the County stopped levying a tax on Fire District I (created in 1964 by a State of Georgia constitutional amendment and resolution by the County in 1974). The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

XXXXXXXXXXXXXXXXXXXX

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Agreement for the Provision of Fire Service	Coweta County and City of Grantville	08/19/2014-08/18/2064
Agreement for the Provision of Fire Service	Coweta County and City of Haralson	08/19/2014-08/18/2064
Agreement for the Provision of Fire Service	Coweta County and the City of Senoia	08/19/2014-08/18/2064

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?

Resolutions passed by the County to create Fire District II, and resolutions passed by Moreland, Sharpsburg and Turin to be a part of Fire District II are attached. Also attached is the resolution passed by the City of Haralson to create Haralson Special Tax District II and have the County levy a tax on such special district each year for Fire/Rescue services.

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

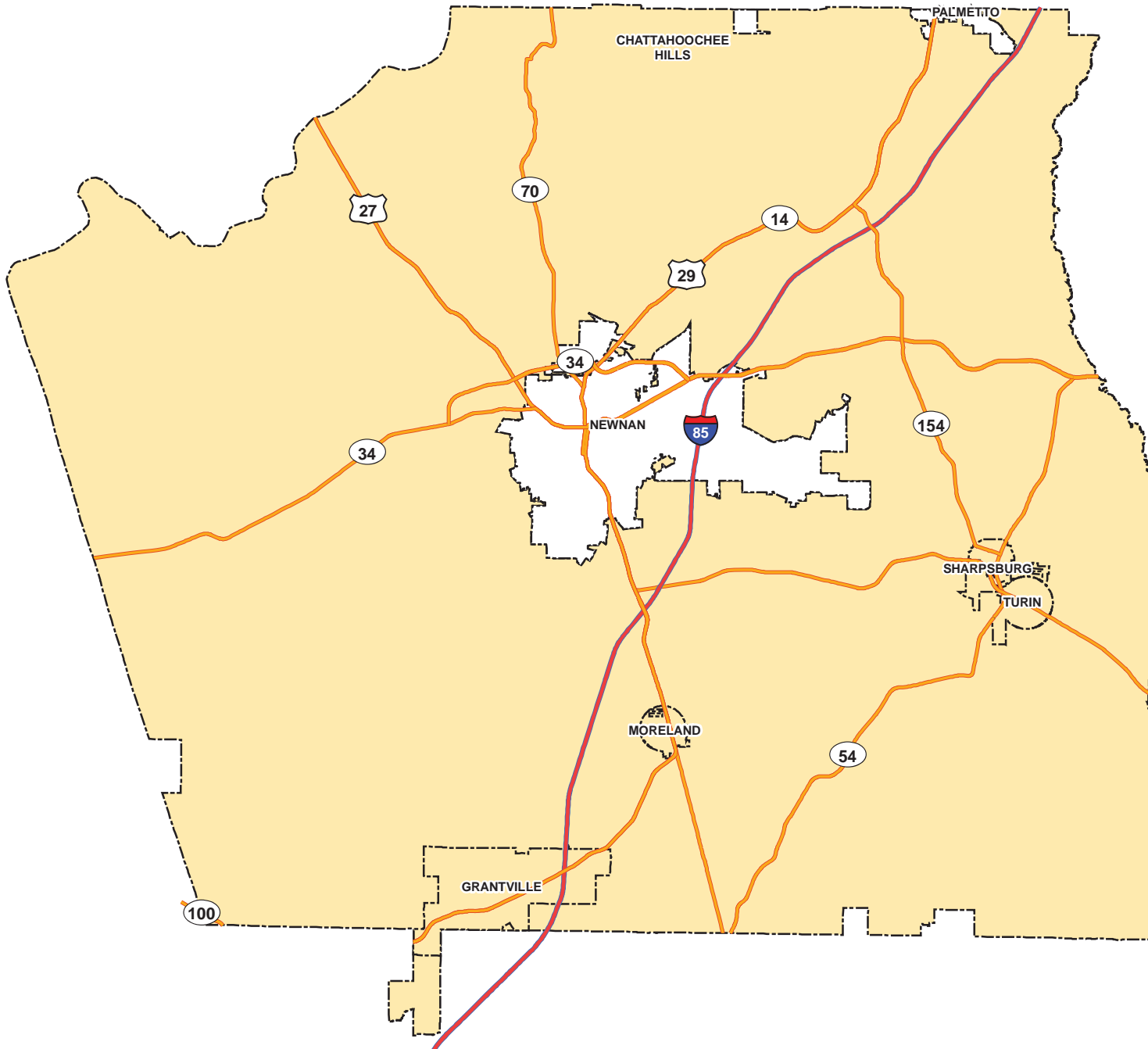
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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

**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides Fire/Rescue services to all unincorporated areas and to the municipal areas of Grantville, Haralson, Moreland, Senoia, Sharpsburg and Turin. The Cities of Chattahoochee Hills, Newnan and Palmetto provide fire service within their boundaries. A resolution was passed in 2008 to create a new special tax district for Fire Services, Fire District II. The Towns of Moreland, Sharpsburg and Turin passed resolutions to be a part of Fire District II. In 2009, general obligation bonds were issued by the County to provide for new facilities and equipment, including a new radio system, for the Fire Department. The debt service on the 2009 Fire bonds are paid with a levy on Fire District II. In 2014, the County began levying a tax on Fire District II for maintenance and operations of the Fire Department. At that time, the County stopped levying a tax on Fire District I (created in 1964 by a State of Georgia constitutional amendment and a County resolution in 1974). The County provides Fire/Rescue services in the Cities of Grantville, Haralson and Senoia through a contract with the municipalities. Grantville and Senoia each approve a millage rate equal to that the County sets on Fire District II each year. The taxes are collected by the Tax Commissioner and remitted to the County as reimbursement for Fire/Rescue services. Through resolutions passed by the City of Haralson and the County in 2010, the County sets a millage rate for the Haralson Special Tax District II for the purposes of reimbursing the County for Fire/Rescue services each year.



A RESOLUTION OF THE BOARD OF COMMISSIONERS OF COWETA COUNTY, GEORGIA CREATING A SPECIAL DISTRICT FOR THE PROVISION OF LOCAL GOVERNMENT SERVICES WITHIN SUCH DISTRICT

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia authorizes the (i) creation of special districts for the provision of local government services within such districts and (ii) levy and collection of fees, assessments and taxes within such districts; and

WHEREAS, special districts may be created by county ordinance or resolution; and

WHEREAS, the Board of Commissioners of Coweta County, Georgia (the "Board of Commissioners"), as the governing authority of Coweta County, Georgia (the "County"), determined that there is an immediate need to create a special district within the unincorporated area of the County for the provision of fire protection and related services (the "Fire District"); and

WHEREAS, the Fire District is in addition to, and not in replacement of, any fire districts created pursuant to 1964 Ga. Laws p. 906 *et. seq.*, as amended and as continued pursuant to 1985 Ga. Laws p. 4175 *et. seq.*; and

WHEREAS, the Towns of Moreland, Georgia, ("Moreland") Sharpsburg, Georgia ("Sharpsburg") and Turin, Georgia ("Turin") have each adopted resolutions indicating that they want to be a part of the Fire District.

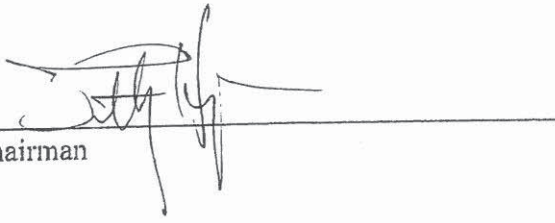
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

1. The Fire District is hereby created. The Fire District shall comprise all property within the unincorporated area of the County and within the incorporated areas of Moreland, Sharpsburg and Turin as it existed on January 1, 2008.
2. The County may levy and collect fees, assessments and taxes within the Fire District for services provided in such district.
3. This resolution shall be and become effective immediately upon its adoption.
4. All actions, ordinances and resolutions, or portions thereof, in conflict with the terms of this resolution are hereby repealed.

ADOPTED this 25th day of July, 2008.

BOARD OF COMMISSIONERS  
OF COWETA COUNTY

By: \_\_\_\_\_  
Chairman



(SEAL)

Attest:

Shannon Zerangue  
Clerk

STATE OF GEORGIA  
COUNTY OF COWETA

**AGREEMENT BETWEEN COWETA COUNTY, GEORGIA  
AND THE CITY OF GRANTVILLE  
FOR THE PROVISION OF FIRE SERVICE**

This Agreement is made and entered into this 19<sup>th</sup> day of AUGUST, 2014, by and between Coweta County, Georgia ("County"), Tax Commissioner of Coweta County, Georgia ("Tax Commissioner") and the City Of Grantville ("City").

WHEREAS, the County provides fire service throughout the unincorporated areas of the county for the protection and safety of the public; and

WHEREAS, County and City entered into an agreement on September 5, 1978, pursuant to a constitutional amendment created pursuant to 1964 Ga. Laws 906 and preserved in 1985 Ga. Law 4175, so that the County would provide fire services to the City through a fire district tax ("Fire District 1") that was approved by the voters of the County; and

WHEREAS, July 25, 2008, the County established a second special tax district pursuant to the Article IX, Paragraph II, Section VI to provide fire services ("Fire District 2") to unincorporated Coweta County, Town of Sharpsburg, Town of Moreland and Town of Turin; and

WHEREAS, the County held and the voters approved a special referendum on November 4, 2008, to issue bonds not to exceed \$20,000,000.00 ("Fire Bond") for the provision of fire services within Fire District 2; and

WHEREAS, the City and the County entered into an agreement July 27, 2009 whereby the County would provide fire services within the City limits and required the City to make payments to the County for such services; and

WHEREAS, the County has determined that it is in the best interests of the general public of the county as a whole to discontinue the Fire District 1 tax levy; and

WHEREAS, the County has determined that it is in the best interests of the general public to collect all taxes necessary to cover its bonded indebtedness and maintenance and operations costs for fire services with the Fire District 2 tax levy; and

WHEREAS, the City, the Tax Commissioner, and the County desire to enter into a new agreement to provide for the fire services within the City limits and for the payment for such services.

NOW, THEREFORE, in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the County, the Tax Commissioner and the City hereby agree as follows:

### **Section 1. Obligations of the County**

- A. The County shall provide the equivalent fire services within the City limits as it provides to the public within the unincorporated areas of the County, it being understood and agreed that in all respects, the City, its residents, and the properties located in said City shall be treated as though the City is and forms a part of Fire District 2.
- B. The County shall work with the City and the County Tax Commissioner to collect the fire district taxes levied by the City.

### **Section 2. Obligations of the City**

The City shall levy a millage rate equal to the amount necessary to pay an annual sum to the County for fire services, such amount determined by applying the annual millage rate, minus any applicable exemptions, as adopted by the Board of Commissioners of Coweta County for the purposes of providing fire protection services under Fire District 2, to the approved tax digest for properties which are located within the City limits.

### **Section 3. Obligations of the Tax Commissioner**

The Tax Commissioner shall bill and collect the applicable tax amounts for Fire District 2 based on the levies provided by the City and County. Upon collection, the Tax Commissioner shall remit all fire district taxes collected to the County to fund fire protection services as provided in this Agreement.

### **Section 4. Term**

The obligations set forth herein for the funding of Fire District 2 shall remain in place for fifty (50) years from the execution of this Agreement, or upon the termination of the collection of fire district taxes for Fire District 2, whichever event occurs first.

### **Section 5. Representations and Warranties**

The County and the City each represent that it has the legal power and authority to enter into this Agreement and to carry out the commitments contained herein, and that this Agreement is a legal, valid, and binding obligation, enforceable according to its terms.

### **Section 6. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, written or oral.



**Section 7. Counterparts**

This Agreement shall be executed in duplicate counterparts, each of which shall be considered an original. This Agreement shall be spread upon the minutes of the parties and certified copies of said minutes shall be delivered to each party by the other.

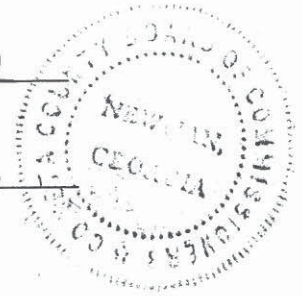
IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the signature of its Chairman and clerk and the sealing of it with the corporate seal of the county on this the 19<sup>th</sup> day of AUGUST 2014.

COWETA COUNTY, GEORGIA

Bob Blackburn  
Chairman

Attest: Sharon Teranque  
Clerk

(SEAL)



IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name by the signature of its mayor and clerk and the sealing of it with the corporate seal of the city on this the 25<sup>th</sup> day of Aug, 2014.

CITY OF GRANTVILLE, GEORGIA

Lin Bell  
Mayor

Attest: Donna Wheeler  
Clerk

(SEAL)



IN WITNESS WHEREOF, J. T. FERRELL, Tax Commissioner of Coweta County, Georgia, has executed this Agreement this the 20<sup>th</sup> day of AUGUST, 2014.

J. T. Ferrell  
Tax Commissioner of  
Coweta County, Georgia

CITY OF HARALSON  
STATE OF GEORGIA

**RESOLUTION No. \_\_\_\_\_**

A RESOLUTION CONSENTING TO AND APPROVING THE CREATION OF A SPECIAL SERVICE DISTRICT BY COWETA COUNTY WITHIN THE CITY OF HARALSON FOR THE PROVISION OF FIRE PROTECTION SERVICES AND FOR THE IMPOSITION OF TAXES FOR THE PAYMENT OF SUCH SERVICES.

WHEREAS, the City of Haralson, Georgia was duly incorporated by an act appearing at 1907 Ga. Laws, p. 694, as amended by 2004 Ga. Laws, p. 4349; and

WHEREAS, the powers of the City of Haralson as set forth in the City's Charter and under Georgia law authorize the City to provide fire protection services; and

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983 sets forth the supplemental powers of all counties and municipalities in the State, and further provides that no county or city can provide any such powers inside the boundaries of another county or municipality except by contract with the county or municipality so affected; and

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia of 1983 authorizes the creation of special districts for the provision of local government services within such districts and for the levy and collection of fees, assessments, and taxes within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, the City of Haralson and Coweta County have a contractual relationship pursuant to Article IX, Section II, Paragraph III of the Constitution of the

State of Georgia of 1983 under which Coweta County provides fire protection services to residents of the City of Haralson; and

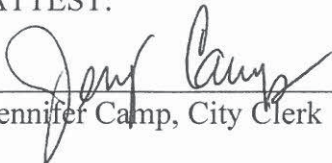
WHEREAS, the City of Haralson is requesting that Coweta County create a special district for the provision of fire protection services within the City, and for the necessary levy and collection of fees, assessments and taxes within the City to pay the cost of providing such services.

THEREFORE BE IT RESOLVED, that the City Council of the City of Haralson, Georgia, does consent to, and hereby authorizes the creation of a special district by Coweta County, Georgia, for the provision of fire protection services within the City, and for the necessary levy and collection of fees, assessments and taxes by Coweta County within the City of Haralson to pay the cost of providing such services.

BE IT AND IT IS HEREBY FURTHER RESOLVED that the creation of a special district, and the levy and collection of fees, assessments and taxes by Coweta County within the City of Haralson shall be consistent with the terms of the agreement between the City and the County AUGUST 18, \_\_\_\_\_, 2009, or as such agreement has been amended.

IT IS SO RESOLVED, this 10<sup>th</sup> day of April, 2010.

ATTEST:

  
Jennifer Camp, City Clerk

  
Ted Bateman

**AN ORDINANCE AMENDING THE HARALSON  
SPECIAL SERVICE DISTRICT II CREATED BY  
COWETA COUNTY WITHIN THE CITY OF  
HARALSON FOR THE PROVISION OF FIRE  
PROTECTION SERVICES AND FOR THE  
IMPOSITION OF TAXES FOR THE PAYMENT OF  
SUCH SERVICES.**

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983 sets forth the supplemental powers of all counties and municipalities in the State, and further provides that no county or city can provide any such powers inside the boundaries of another county or municipality except by contract with the county or municipality so affected; and

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia of 1983 authorizes the creation of special districts for the provision of local government services within such districts and for the levy and collection of fees, assessments, and taxes within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, Coweta County, Georgia ("County") and the City of Haralson ("City") have a contractual relationship pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983 under which Coweta County provides fire protection services to residents of the City of Haralson; and

WHEREAS, the County and the City entered into an Agreement approved by the County on July 8, 2010 and approved by the City on April 12, 2010 whereby the County created two special districts for the provision of fire protection services within the City, and for the necessary levy and collection of fees, assessments and taxes within the City to pay the cost of providing such services; and

WHEREAS, these tax districts were created by ordinance by the County in July of 2010 and designated as Haralson Special Service District I and Haralson Special Service District II; and

WHEREAS, the Board of Commissioners of Coweta County, Georgia finds it in the best interests of the health, safety and welfare of the public to amend its ordinance creating these service districts to cover the costs associated with providing fire services to the citizens of the City of Haralson with taxes collected in Haralson Special Service District II.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Coweta County, Georgia and it is hereby ordained by the authority of the same that the Haralson Special Service District II is hereby amended as follows:

1.

The County shall levy a tax on all properties located within Haralson Special Service District II to provide fire services for the district. The amount levied by the County on properties located in Haralson Special Service District II shall be equal to the amount levied by the County on properties in the county's Fire District 2 to cover the debt service and maintenance and operations of fire service in Fire District 2. In the calculation of the levy, the County shall allow the tax exemptions for citizens in the Haralson Special Service District II that are allowable to citizens located in Fire District 2. For purposes of this ordinance, "Fire District 2" is defined as the special tax district created by the County on July 25, 2008 consisting of the properties located in the unincorporated county, the Town of Sharpsburg, the Town of Moreland and the Town of Turin.

2.

The taxes collected from the Haralson Special Service District II shall be used to cover the cost of providing fire services to the district, including the payment of the debt service and the cost of maintenance and operations of the fire service.

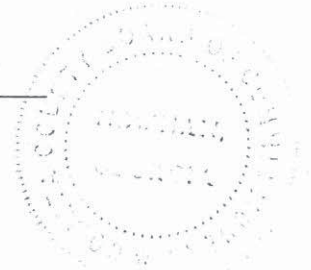
SO ORDAINED in lawfully assembled open session this 19<sup>th</sup> day of August, 2014

COWETA COUNTY BOARD OF  
COMMISSIONERS

By: *Beb Blackburn*  
Chairman

Attest: *Shannon Zerangue*  
Clerk

(SEAL)



STATE OF GEORGIA  
COUNTY OF COWETA

**AN AGREEMENT BETWEEN COWETA COUNTY, GEORGIA  
AND THE CITY OF HARALSON  
FOR THE PROVISION OF FIRE SERVICES**

This Agreement is made and entered into this 19<sup>th</sup> day of AUGUST, 2014, by and between Coweta County, Georgia ("County"), the Tax Commissioner of Coweta County, Georgia ("Tax Commissioner") and the City of Haralson ("City").

WHEREAS, the County provides fire services throughout the unincorporated areas of the county for the protection and safety of the public; and

WHEREAS, the County, the Tax Commissioner and the City entered into an agreement dated August 18, 2009 (hereinafter "2009 Agreement") whereby the County would provide fire services within the City limits and required the City to make payments to the County for such services; and

WHEREAS, the County and the City determined that it was in furtherance of the health, safety and welfare of the public to establish special tax districts pursuant to Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia to provide for the fire services specified in the 2009 Agreement; and

WHEREAS, these special tax districts, designated as Haralson Special Service District I and Haralson Special Service District II were established by resolution by the County in July of 2010; and

WHEREAS, the City and the County have determined that it is in the best interests of the health, safety and welfare of the public to provide fire services within the City limits ; and

WHEREAS, the County has determined that it is in the best interests of the general public to collect all taxes necessary to cover its bonded indebtedness and maintenance and operations costs for fire services with the Haralson Special Service District II tax levy and to discontinue the tax levy in Haralson Special Service District I; and

WHEREAS, the City, the Tax Commissioner, and the County desire to enter into a new agreement (hereinafter "Agreement") to provide for fire services within the City limits and for the payment for such services.

NOW, THEREFORE, in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the County, the Tax Commissioner and the City hereby agree as follows:

1.

The County shall provide the equivalent fire services within the City limits as it provides to the public within the unincorporated areas of the County, it being understood and agreed that in all respects, the City, its residents, and the properties located in said City shall be treated as though the City is and forms a part of the County's Fire District 2, more specifically defined as the special tax district established by the Coweta County Board of Commissioners on July 25, 2008 by resolution to provide fire services to unincorporated Coweta County, Town of Sharpsburg, Town of Moreland, and Town of Turin.

2.

The County shall levy a millage rate equal to the amount necessary to provide fire services, such amount determined by applying the annual millage rate, minus any applicable exemptions, as adopted by the Board of Commissioners of Coweta County for the purposes of providing fire protection services under Fire District 2, to the approved tax digest for properties which are located within the City limits.

3.

The Tax Commissioner shall bill and collect the applicable tax amounts for Haralson Special Service District II based on the levies provided by the County. Upon collection, the Tax Commissioner shall remit all fire district taxes collected to the County to fund fire protection services as provided in this Agreement.

4.

The City consents to the all provisions of this Agreement set forth herein.

5.

The obligations set forth herein for the funding of Fire District 2 shall remain in place for fifty (50) years from the execution of this Agreement, or upon the termination of the collection of fire district taxes for Fire District 2, whichever event occurs first.

6.

The County and the City each represent that it has the legal power and authority to enter into this Agreement and to carry out the commitments contained herein, and that this Agreement is a legal, valid, and binding obligation, enforceable according to its terms.

7.

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, written or oral.

8.

This Agreement shall be executed in duplicate counterparts, each of which shall be considered an original. This Agreement shall be spread upon the minutes of the parties and certified copies of said minutes shall be delivered to each party by the other.

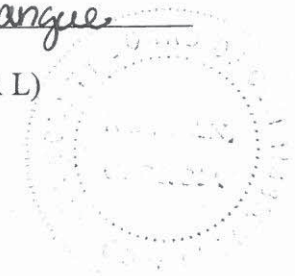


IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the signature of its Chairman and clerk and the sealing of it with the corporate seal of the county on this the 19<sup>th</sup> day of, AUGUST 2014.

COWETA COUNTY, GEORGIA

Bob Blackburn  
Chairman

Attest: Shannon Zerangue  
Clerk  
(SEAL)



IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name by the signature of its mayor and clerk and the sealing of it with the corporate seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF HARALSON, GEORGIA

Leol C. Bateman  
Mayor

Attest: Shantelle [Signature]  
Clerk



IN WITNESS WHEREOF, J.T. FERRELL, Tax Commissioner of Coweta County, Georgia, has caused this Agreement to be executed this the 20<sup>th</sup> day of AUGUST, 2014.

J.T. Ferrell  
Tax Commissioner of  
Coweta County, Georgia

A RESOLUTION OF THE MAYOR AND COUNCIL OF MORELAND  
CREATING A SPECIAL DISTRICT FOR THE PROVISION OF LOCAL  
GOVERNMENT SERVICES WITHIN SUCH DISTRICT

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia authorizes the (i) creation of special districts for the provision of local government services within such districts and (ii) levy and collection of fees, assessments and taxes within such districts; and

WHEREAS, special districts may be created by municipal ordinance or resolution; and

WHEREAS, the Board of Commissioners of Coweta County, Georgia (the "Board of Commissioners"), as the governing authority of Coweta County, Georgia (the "County"), determined that there is an immediate need to create a special district within the unincorporated area of the County for the provision of fire protection and related services (the "Fire District"); and

WHEREAS, the Board of Commissioners asked if the City of Moreland, Turin or Sharpsburg would like to become part of the Fire District; and

WHEREAS, the Mayor and Council, as the governing authority of the City of Moreland (the "City"), determined that there is an immediate need to become a part of the Fire District whether or not any other cities choose to do the same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, and it is hereby resolved by the authority of the same, as follows:

1. The City shall be included in the Fire District.
2. The County may levy and collect fees, assessments and taxes within the Fire District for services provided in such district.
3. This resolution shall be and become effective immediately upon its adoption.
4. All actions, ordinances and resolutions, or portions thereof, in conflict with the terms of this resolution are hereby repealed.

ADOPTED this 1st day of July, 2008.

CITY OF MORELAND

*July 1, 08*

By: *Kendall Hunt*  
Mayor

(SEAL)

Attest:

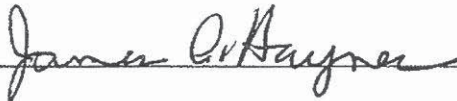
*Jama O. Haynes*  
Clerk

CLERK'S CERTIFICATE

GEORGIA, COWETA COUNTY

The undersigned Clerk of the City of Moreland, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a resolution adopted by the Mayor and Council at an open public meeting duly called and lawfully assembled on the 1<sup>st</sup> day of July, 2008, creating a Special Fire District within Coweta County, the original of said resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Moreland, this 1st day of July, 2008.

Clerk 

(SEAL)

STATE OF GEORGIA  
COUNTY OF COWETA

**AGREEMENT BETWEEN COWETA COUNTY, GEORGIA  
AND THE CITY OF SENOIA  
FOR THE PROVISION OF FIRE SERVICE**

This Agreement is made and entered into this 19<sup>th</sup> day of AUGUST, 2014, by and between Coweta County, Georgia ("County"), Tax Commissioner of Coweta County, Georgia ("Tax Commissioner") and the City Of Senoia ("City").

WHEREAS, the County provides fire service throughout the unincorporated areas of the county for the protection and safety of the public; and

WHEREAS, County and City entered into an agreement on September 5, 1978, pursuant to a constitutional amendment created pursuant to 1964 Ga. Laws 906 and preserved in 1985 Ga. Law 4175, so that the County would provide fire services to the City through a fire district tax ("Fire District 1") that was approved by the voters of the County; and

WHEREAS, July 25, 2008, the County established a second special tax district pursuant to the Article IX, Paragraph II, Section VI to provide fire services ("Fire District 2") to unincorporated Coweta County, Town of Sharpsburg, Town of Moreland and Town of Turin; and

WHEREAS, the County held and the voters approved a special referendum on November 4, 2008, to issue bonds not to exceed \$20,000,000.00 ("Fire Bond") for the provision of fire services within Fire District 2; and

WHEREAS, the City and the County entered into an agreement August 3, 2009 whereby the County would provide fire services within the City limits and required the City to make payments to the County for such services; and

WHEREAS, the County has determined that it is in the best interests of the general public of the county as a whole to discontinue the Fire District 1 tax levy; and

WHEREAS, the County has determined that it is in the best interests of the general public to collect all taxes necessary to cover its bonded indebtedness and maintenance and operations costs for fire services with the Fire District 2 tax levy; and

WHEREAS, the City, the Tax Commissioner, and the County desire to enter into a new agreement to provide for the fire services within the City limits and for the payment for such services.

NOW, THEREFORE, in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the County, the Tax Commissioner and the City hereby agree as follows:

### **Section 1. Obligations of the County**

- A. The County shall provide the equivalent fire services within the City limits as it provides to the public within the unincorporated areas of the County, it being understood and agreed that in all respects, the City, its residents, and the properties located in said City shall be treated as though the City is and forms a part of Fire District 2.
- B. The County shall work with the City and the County Tax Commissioner to collect the fire district taxes levied by the City.

### **Section 2. Obligations of the City**

The City shall levy a millage rate equal to the amount necessary to pay an annual sum to the County for fire services, such amount determined by applying the annual millage rate, minus any applicable exemptions, as adopted by the Board of Commissioners of Coweta County for the purposes of providing fire protection services under Fire District 2, to the approved tax digest for properties which are located within the City limits.

### **Section 3. Obligations of the Tax Commissioner**

The Tax Commissioner shall bill and collect the applicable tax amounts for Fire District 2 based on the levies provided by the City and County. Upon collection, the Tax Commissioner shall remit all fire district taxes collected to the County to fund fire protection services as provided in this Agreement.

### **Section 4. Term**

The obligations set forth herein for the funding of Fire District 2 shall remain in place for fifty (50) years from the execution of this Agreement, or upon the termination of the collection of fire district taxes for Fire District 2, whichever event occurs first.

### **Section 5. Representations and Warranties**

The County and the City each represent that it has the legal power and authority to enter into this Agreement and to carry out the commitments contained herein, and that this Agreement is a legal, valid, and binding obligation, enforceable according to its terms.

### **Section 6. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, written or oral.

**Section 7. Counterparts**

This Agreement shall be executed in duplicate counterparts, each of which shall be considered an original. This Agreement shall be spread upon the minutes of the parties and certified copies of said minutes shall be delivered to each party by the other.

**IN WITNESS WHEREOF**, the County has caused this Agreement to be executed in its name by the signature of its Chairman and clerk and the sealing of it with the corporate seal of the county on this the 19<sup>th</sup> day of, AUGUST 2014.

COWETA COUNTY, GEORGIA

Bob Blackburn

Chairman

Attest: Shannon Zerangue

Clerk

(SEAL)



**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed in its name by the signature of its mayor and clerk and the sealing of it with the corporate seal of the city on this the 25 day of AUGUST, 2014.

CITY OF SENOIA, GEORGIA

Wally McLas

Mayor

Attest: Debra Nantz

Clerk

(SEAL)



**IN WITNESS WHEREOF**, J.T. FERRELL, Tax Commissioner of Coweta County, Georgia, has executed this Agreement this the 20<sup>th</sup> day of AUGUST, 2014.

J.T. Ferrell  
Tax Commissioner of  
Coweta County, Georgia

**RESOLUTION OF THE MAYOR  
AND TOWN COUNCIL OF THE TOWN OF SHARPSBURG  
CREATING A SPECIAL DISTRICT FOR THE PROVISION OF LOCAL GOVERNMENT  
SERVICES WITHIN SUCH DISTRICT**

**WHEREAS**, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia authorizes the (i) creation of special districts for the provision of local government services within such districts and (ii) levy and collection of fees, assessments and taxes within such districts; and

**WHEREAS**, special districts may be created by municipal ordinance or resolution; and

**WHEREAS**, the Board of Commissioners of Coweta County, Georgia (the "Board of Commissioners"), as the governing authority of Coweta County, Georgia (the "County"), determined that there is an immediate need to create a special district within the unincorporated area of the County for the provision of fire protection and related services (the "Fire District"); and

**WHEREAS**, the Board of Commissioners asked if the Town of Sharpsburg, Town of Turin, and Town of Moreland would like to become part of the Fire District; and

**WHEREAS**, the Mayor and Council as the governing body of the Town of Sharpsburg (the "Town"), determined that there is an immediate need to become part of the Fire District whether or not any other towns choose to do the same.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council, and it is hereby resolved by the authority of the same, as follows:

1. The Town shall be included in the Fire District.
2. The County may levy and collect fees, assessments and taxes within the Fire District for services provided in such district.
3. This resolution shall be and become effective immediately upon its adoption.
4. All actions, ordinances and resolutions, or portions thereof, in conflict with the terms of this resolution are hereby repealed.

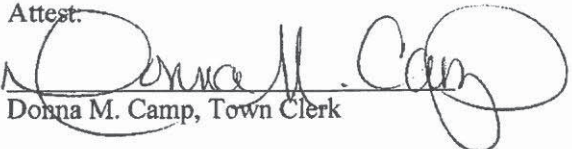
**SO, RESOLVED** this 14th day of July, 2008

TOWN OF SHARPSBURG

  
Derrick G. McElwaney, Mayor

(SEAL)

Attest:

  
Donna M. Camp, Town Clerk



A RESOLUTION OF THE MAYOR AND COUNCIL OF TURIN CREATING  
A SPECIAL DISTRICT FOR THE PROVISION OF LOCAL GOVERNMENT  
SERVICES WITHIN SUCH DISTRICT

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia authorizes the (i) creation of special districts for the provision of local government services within such districts and (ii) levy and collection of fees, assessments and taxes within such districts; and

WHEREAS, special districts may be created by municipal ordinance or resolution; and

WHEREAS, the Board of Commissioners of Coweta County, Georgia (the "Board of Commissioners"), as the governing authority of Coweta County, Georgia (the "County"), determined that there is an immediate need to create a special district within the unincorporated area of the County for the provision of fire protection and related services (the "Fire District"); and

WHEREAS, the Board of Commissioners asked if the City of Moreland, Turin or Sharpsburg would like to become part of the Fire District; and

WHEREAS, the Mayor and Council, as the governing authority of the City of Turin (the "City"), determined that there is an immediate need to become a part of the Fire District whether or not any other cities choose to do the same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, and it is hereby resolved by the authority of the same, as follows:

1. The City shall be included in the Fire District.
2. The County may levy and collect fees, assessments and taxes within the Fire District for services provided in such district.
3. This resolution shall be and become effective immediately upon its adoption.
4. All actions, ordinances and resolutions, or portions thereof, in conflict with the terms of this resolution are hereby repealed.

ADOPTED this 22nd day of July, 2008.

CITY OF TURIN

By: W Allen Smith  
Mayor

(SEAL)

Attest:

Gautelle J. Brown  
Clerk

CLERK'S CERTIFICATE

GEORGIA, COWETA COUNTY

The undersigned Clerk of the City of Turin, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a resolution adopted by the Mayor and Council at an open public meeting duly called and lawfully assembled on the 22nd day of July, 2008, creating a Special Fire District within Coweta County, the original of said resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Turin, this 22nd day of July, 2008.



  
Clerk



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Indigent Defense - County**

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.): **Coweta County**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund

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

Indigent Defense was split into two separate services, Indigent Defense – County and Indigent Defense – Municipal. Counties and Cities have clear, distinct roles and responsibilities necessitated by the structure of the legal system. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides Indigent Defense services county-wide for Magistrate, State and Superior Courts.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY:** Coweta

**Service:** Indigent Defense - Municipal

1. Check the box that best describes the agreed upon delivery arrangement for this 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: **Chattahoochee Hills, Grantville, Newnan, Palmetto and Senoia provide Indigent Defense services for Municipal Court.**)

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

**Yes** (if Yes, You must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service ("see O.C.G.A. 36-70-z4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund
City of – ewnan	General Fund
City of Talmetto	General Fund
City of ” enoia	General Fund

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

Indigent Defense was split into two separate services, Indigent Defense 5 County and Indigent Defense 5 Municipal. Counties and Cities have clear, distinct roles and responsibilities necessitated by the structure of the legal system. The City of Chattahoochee Hills annexed property located in Coweta County since the last " D " was produced and is now reflected in this " D " .

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 Party</i>	<i>Effective and Ending Dates</i>
– one		

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/

– one

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

The Cities of Chattahoochee Hills, Grantville, – ewnan, Talmetto and ” enoia provide Indigent Defense services for Municipal Court within their respective boundaries.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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<b>COUNTY:</b> Coweta	<b>Service:</b> <del>W</del> ndigent Healthcare
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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.): **Coweta County Hospital Authority**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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



## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County Hospital Authority	Interest from sale of a county-owned hospital facility

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

Agreement between Coweta County Hospital Authority and the local hospital that provided for payments to the hospital from the Hospital Authority for indigent care expired.  
 The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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
Indigent Healthcare	Coweta County and Coweta County Hospital Authority	1982-forward

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

None

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

The Coweta County Hospital Authority provides Indigent Healthcare services to the entire county. Funding is through the interest that accrues on the investment of funds derived from the sale of the county-owned hospital in the 1980's.

BE IT RESOLVED, and it is hereby resolved, that the disposition of proceeds from the sale of Coweta General Hospital to General Hospitals of Humana, Inc., a copy of which is attached hereto, be and the same is hereby approved, and the Chairman and Secretary of the Authority are hereby authorized and directed to execute same for and on behalf of the Authority.

G E O R G I A  
COWETA COUNTY.

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Authority at a special called meeting held on the 12th day of July, 1982, at which a quorum was present, as same appears of file and record on the minutes of the Authority.

This 14 day of July, 1982.

  
Secretary

Coweta County Hospital Authority

G E O R G I A

COWETA COUNTY

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of July, 1982, by and between COWETA COUNTY HOSPITAL AUTHORITY, hereinafter referred to as "Owner", and COWETA COUNTY, GEORGIA, hereinafter referred to as "County";

W I T N E S S E T H:

WHEREAS Owner has entered into an Agreement to Sell to General Hospitals of Humana, Inc., a Utah corporation and wholly-owned subsidiary of Humana, Inc., all tangible assets and properties of Owner of every kind and character (real, personal and mixed) wherever located, all of which pertain to the operation of Coweta General Hospital, except cash, annuities, and receivables; and

WHEREAS County is responsible for the provision of necessary medical care for its indigent residents and has by contract provided such care through Owner; and

WHEREAS County is obligated to pay and retire certain general obligation hospital bonds, the proceeds of which were used in the construction of Owner's hospital; and

WHEREAS Owner has or may have an obligation to repay the

NOW, THEREFORE, in consideration of the premises, the acquiescence of County in the sale of assets derived from and through County, and the mutual benefits to be derived, it is understood and agreed, as follows:

1. Owner shall, out of the proceeds of sale, pay out and satisfy any "Hill-Burton" repayment which may be required by law.
2. Owner shall, out of the proceeds of sale, set apart a sufficient sum or sums of money as may be required when prudently invested to defease the outstanding general obligation Coweta County Hospital Bonds and all outstanding Hospital Authority of Coweta County Revenue Bonds.
3. Owner shall, out of the proceeds of sale, pay the expenses of sale.
4. Owner shall take the rest, residue and remainder of the proceeds of sale, and hold, invest and reinvest the same and use and apply the rents, issues and profits therefrom in the following manner and for the following purposes:
  - (a) To compensate and reimburse Humana or such other hospital as Owner shall contract with to provide medical care for the indigent residents of Coweta County on such terms and conditions as Owner and the providing hospital

as to necessitate an encroachment into the corpus of Owner's assets.

(d) To use any portion of the surplus to promote the public health needs of the community with the approval of the County Commissioners.

(e) To use and pay over the balance of its annual income, if any, to Coweta County or use the same for any other public purpose upon the request of Coweta County.

This Agreement shall be for a term of one year and shall renew automatically from year to year unless terminated by the mutual agreement of the parties hereto.

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

COWETA COUNTY HOSPITAL AUTHORITY

By: Samuel D. Brown  
Chairman

Attest: Ellie Cook  
Secretary



**SERVICE DELIVERY STRATEGY**

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**COUNTY: Coweta**

**Service: Jail - Municipal**

1. Check the box that best describes the agreed upon delivery arrangement for this 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: **Grantville, Newnan, and Senoia contract with the Sheriff to utilize County jail for violations of the laws and ordinances of each city. Chattahoochee Hills contracts with Douglas County to provide jail space for violations of municipal laws and ordinances.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund/Jail 10% Add on Fee
City of Newnan	General Fund/Jail 10% Add on Fee
City of Senoia	General Fund/Jail 10% Add on Fee

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

Jail was split into two separate services, Jail – County and Jail – Municipal. Counties and Cities have clear, distinct roles and responsibilities necessitated by the structure of the legal system. Agreements with Cities of Newnan, Grantville, and Senoia for jail space were not included in previous service delivery strategy. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Jail Agreement	Coweta County and City of Grantville	3/30/2015 – automatic renewal
Jail Agreement	Coweta County and City of Newnan	3/30/2015 – automatic renewal
Jail Agreement	Coweta County and City of Senoia	3/30/2015 – automatic renewal

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

None

7. Person completing form: **Shannon Zerangue**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

The Cities of Grantville, Newnan and Senoia have agreements with the County and the Sheriff to utilize space at the County jail for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention. Under the agreement, the County shall furnish food and clothing, and the City shall fund all health care expenses, including transportation, medical and prescription expenses. The City of Chattahoochee Hills contracts with Douglas County to provide jail space for violations of municipal laws and ordinances.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: Coweta**

**Service: Jail - County**

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.): **Coweta County**

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

**Yes** (if Yes, you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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



**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Coweta County	General Fund Bill 10J Add on Fee

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

Hail was split into two separate services, Hail NCounty and Hail NMunicipal. Counties and Cities have clear, distinct roles and responsibilities necessitated by the structure of the legal system.  
 –he City of Chattahoochee fills annexed property located in Coweta County since the last z Dz was produced and is now reflected in this z Dz .

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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

None

7. Person completing form: **Shannon Zerangue**  
 Whone number: 770./j 4./ 601      Date completed: October / 0, / 016

P. 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?  es  o

If not, provide designated contact person(s) and phone number(s) below:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Coweta County provides ail services county-wide.

GRANTVILLE/COWETA COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this 30<sup>th</sup> day of March, 2015, between and among **COWETA COUNTY**, a political subdivision of the State of Georgia, hereinafter called "the County", the **CITY OF GRANTVILLE**, Georgia, a municipal corporation of the State of Georgia, hereinafter called the "the City", and the **SHERIFF OF COWETA COUNTY**, hereinafter called "the Sheriff".

**WITNESSETH**

**WHEREAS**, the City desires to contract with the County, for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

**WHEREAS**, the County constructed a jail to serve the people of Coweta County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

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

**WHEREAS**, there is sufficient space and facilities to house inmates for the City,

**NOW THEREFORE**, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for Grantville and Coweta County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

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

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit Offender Based Tracking System; and (3) to complete intake booking procedures.
- (b) "The County" shall mean Coweta County.
- (c) "The City" shall mean the City of Grantville.
- (d) The "County Commission" shall mean the Board of Commissioners of Coweta County, Georgia.
- (e) "County Administrator" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the Grantville City Council.
- (g) The "City Council" shall mean the Grantville City Council.
- (h) "Jail" shall mean the Coweta County Jail located at 560 Greison Trail, Newnan, Georgia.
- (i) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Coweta County, or the person designated by him to have supervision of the Jail.

(k) "Sheriff" is the Jailer of Coweta County, Georgia.

(l) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

**TERM.** This term of agreement shall be one year beginning March 30, 2015. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

**OBLIGATIONS OF COUNTY AND SHERIFF.** The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

**OBLIGATIONS OF CITY.** The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. The Jail has the right to refuse an inmate for processing who first needs medical attention. An EMT refusal is not a medical refusal. That individual still must be cleared by a medical Doctor. In addition to the usual information obtained and records maintained with respect to inmates detained by Coweta County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;

- (c) the process under which the person was committed;
- (d) the date of commitment to the Jail;
- (e) under what order discharged.

Transportation of Inmates to and from the Jail to Coweta County Superior, State, Magistrate, and Probate Court shall be performed by the Sheriff's Office and the expense thereof shall be borne by the County. Transportation to and from City Court and Juvenile Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

6.

**SUPERVISION BY SHERIFF.** All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-State or Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

**SHERIFF'S RULES.** All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within and without the confines of the Jail and allow Inmates to serve as trustees.

8.

**COST ATTENDANT TO CUSTODY.** The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. All health care expenses including transportation (ambulance), medical or prescription expenses shall be billed to the City. Should a city inmate housed at the County Jail need outside medical attention it will be the responsibility of the city to transport the inmate to that facility and maintain security on that inmate until such time inmate is medically cleared to return to the county jail. The decision of when medical care shall be provided shall be at the sole discretion of the Sheriff's representative (medical staff). The decision of where medical care shall be provided (outside of the county jail) shall be the discretion of the city.

9.

**TRANSITION FROM CITY INMATE STATUS.** It is understood and agreed that Inmates shall be chargeable to the City unless released or booked for violation of State misdemeanor or felony charges, or bound over by the Municipal Court to the State or Superior Court of Coweta County.

10.

**PAYMENTS BY CITY.** The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

11.

**EXTENSION OF AGREEMENT.** This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as

specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12.

**TERMINATION.** This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Administrator or Manager of the County or of the City.

13.

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

If to the County: County Administrator  
Coweta County Georgia  
22 East Broad Street  
Newnan, GA 30263

If to the City: Grantville City Manager  
123 LaGrange Street  
Grantville, GA 30220

14.

**AMENDMENT.** This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority.

15.

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

16.

**MEDIATION.** The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the

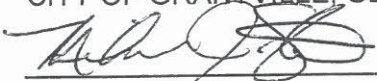
parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises. In the event mediation is not successful, the parties will submit the dispute to the Superior Court of Coweta County.

**IN WITNESS WHEREOF**, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

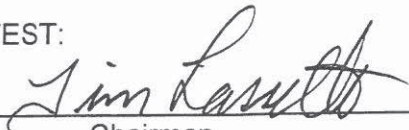
ATTEST:

  
\_\_\_\_\_  
Mayor  
Grantville City Council

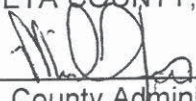
CITY OF GRANTVILLE, GEORGIA

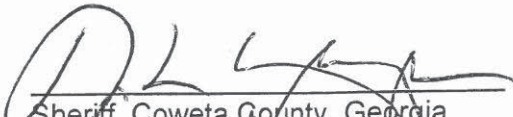

  
\_\_\_\_\_  
City Manager  
Grantville City Council (seal)

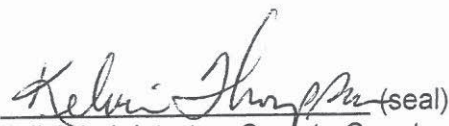
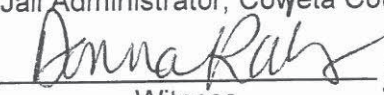
ATTEST:

  
\_\_\_\_\_  
Chairman  
Board of Commissioners of  
Coweta County, Georgia

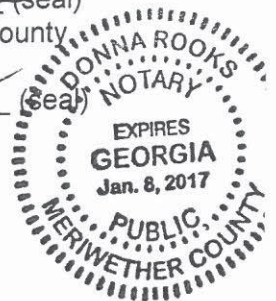
COWETA COUNTY, GEORGIA

  
\_\_\_\_\_  
County Administrator  
Coweta County, Georgia (seal)

  
\_\_\_\_\_  
Sheriff, Coweta County, Georgia  
  
\_\_\_\_\_  
Chief, Grantville Police Department

  
\_\_\_\_\_  
Jail Administrator, Coweta County (seal)  
  
\_\_\_\_\_  
Witness

CowetaCo/Documents/Agreement.Jail.Grantville.091511





NEWNAN/COWETA COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this 30 day of March, 2015, between and among **COWETA COUNTY**, a political subdivision of the State of Georgia, hereinafter called "the County", the **CITY OF NEWNAN**, Georgia, a municipal corporation of the State of Georgia, hereinafter called the "the City", and the **SHERIFF OF COWETA COUNTY**, hereinafter called "the Sheriff".

**WITNESSETH**

**WHEREAS**, the City desires to contract with the County, for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

**WHEREAS**, the County constructed a jail to serve the people of Coweta County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

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

**WHEREAS**, there is sufficient space and facilities to house inmates for the City,

**NOW THEREFORE**, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for Newnan and Coweta County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

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

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit Offender Based Tracking System; and (3) to complete intake booking procedures.
- (b) "The County" shall mean Coweta County.
- (c) "The City" shall mean the City of Newnan.
- (d) The "County Commission" shall mean the Board of Commissioners of Coweta County, Georgia.
- (e) "County Administrator" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the Newnan City Council.
- (g) The "City Council" shall mean the Newnan City Council.
- (h) "Jail" shall mean the Coweta County Jail located at 560 Greison Trail, Newnan, Georgia.
- (i) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Coweta County, or the person designated by him to have supervision of the Jail.

- (k) "Sheriff" is the Jailer of Coweta County, Georgia.
- (l) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

**TERM.** This term of agreement shall be one year beginning March 30  
2015. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

**OBLIGATIONS OF COUNTY AND SHERIFF.** The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

**OBLIGATIONS OF CITY.** The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. The Jail has the right to refuse an inmate for processing who first needs medical attention. An EMT refusal is not a medical refusal. That individual still must be cleared by a medical doctor. In addition to the usual information obtained and records maintained with respect to inmates detained by Coweta County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;

8.

**COST ATTENDANT TO CUSTODY.** The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. All health care expenses including transportation (ambulance), medical or prescription expenses shall be billed to the City. Should a city inmate housed at the County Jail need outside medical attention it will be the responsibility of the city to transport the inmate to that facility and maintain security on that inmate until such time inmate is medically cleared to return to the county jail. The decision of when medical care shall be provided shall be at the sole discretion of the Sheriff's representative (medical staff). The decision of where medical care shall be provided (outside of the county jail) shall be the discretion of the city.

9.

**TRANSITION FROM CITY INMATE STATUS.** It is understood and agreed that Inmates shall be chargeable to the City unless released or booked for violation of State misdemeanor or felony charges, or bound over by the Municipal Court to the State or Superior Court of Coweta County. .

10.

**PAYMENTS BY CITY.** The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

11.

**EXTENSION OF AGREEMENT.** This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as

specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12.

**TERMINATION**. This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Administrator or Manager of the County or of the City.

13.

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

**If to the County:** County Administrator  
Coweta County Georgia  
22 East Broad Street  
Newnan, GA 30263

**If to the City:** Newnan City Manager  
25 Jefferson Street  
Newnan, GA 30263

14.

**AMENDMENT**. This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority.

15.

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


16.

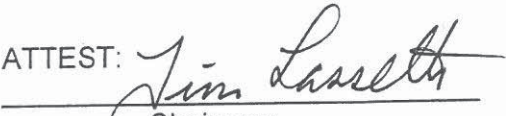
**MEDIATION**. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the

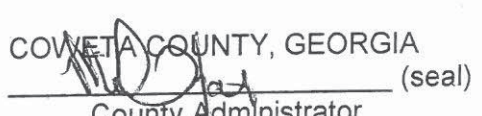
parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises. In the event mediation is not successful, the parties will submit the dispute to the Superior Court of Coweta County.

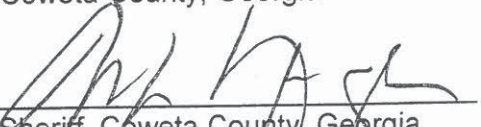
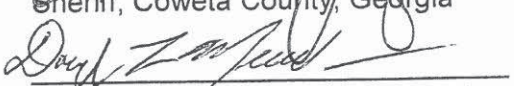
**IN WITNESS WHEREOF**, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

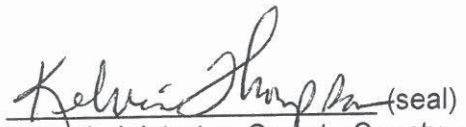
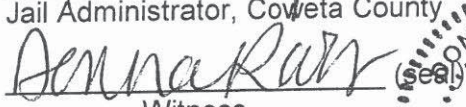
ATTEST:   
\_\_\_\_\_  
Mayor  
Newnan City Council

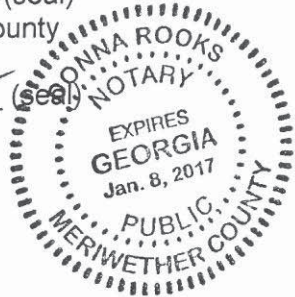
CITY OF NEWNAN, GEORGIA  
 (seal)  
\_\_\_\_\_  
City Manager  
Newnan City Council

ATTEST:   
\_\_\_\_\_  
Chairman  
Board of Commissioners of  
Coweta County, Georgia

COWETA COUNTY, GEORGIA  
 (seal)  
\_\_\_\_\_  
County Administrator  
Coweta County, Georgia

  
\_\_\_\_\_  
Sheriff, Coweta County, Georgia  
  
\_\_\_\_\_  
Chief, Newnan Police Department

 (seal)  
\_\_\_\_\_  
Jail Administrator, Coweta County  
 (seal)  
\_\_\_\_\_  
Witness



SENOIA/COWETA COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this 26 day of MAY, 2015, between and among **COWETA COUNTY**, a political subdivision of the State of Georgia, hereinafter called "the County", the **CITY OF SENOIA**, Georgia, a municipal corporation of the State of Georgia, hereinafter called the "the City", and the **SHERIFF OF COWETA COUNTY**, hereinafter called "the Sheriff".

**WITNESSETH**

**WHEREAS**, the City desires to contract with the County, for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

**WHEREAS**, the County constructed a jail to serve the people of Coweta County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

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

**WHEREAS**, there is sufficient space and facilities to house inmates for the City,

**NOW THEREFORE**, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for Senoia and Coweta County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

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

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit Offender Based Tracking System; and (3) to complete intake booking procedures.
- (b) "The County" shall mean Coweta County.
- (c) "The City" shall mean the City of Senoia.
- (d) The "County Commission" shall mean the Board of Commissioners of Coweta County, Georgia.
- (e) "County Administrator" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government appointed by the Senoia City Council.
- (g) The "City Council" shall mean the Senoia City Council.
- (h) "Jail" shall mean the Coweta County Jail located at 560 Greison Trail, Newnan, Georgia.
- (i) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Coweta County, or the person designated by him to have supervision of the Jail.



(k) "Sheriff" is the Jailer of Coweta County, Georgia.

(l) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

**TERM.** This term of agreement shall be one year beginning May 26  
2015. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

**OBLIGATIONS OF COUNTY AND SHERIFF.** The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

**OBLIGATIONS OF CITY.** The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. The Jail has the right to refuse an inmate for processing who first needs medical attention. An EMT refusal is not a medical refusal. That individual still must be cleared by a medical Doctor. In addition to the usual information obtained and records maintained with respect to inmates detained by Coweta County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;

- (c) the process under which the person was committed;
- (d) the date of commitment to the Jail;
- (e) under what order discharged.

Transportation of Inmates to and from the Jail to Coweta County Superior, State, Magistrate, and Probate Court shall be performed by the Sheriff's Office and the expense thereof shall be borne by the County. Transportation to and from City Court and Juvenile Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

6.

**SUPERVISION BY SHERIFF.** All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-State or Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

**SHERIFF'S RULES.** All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within and without the confines of the Jail and allow Inmates to serve as trustees.

8.

**COST ATTENDANT TO CUSTODY.** The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. All health care expenses including transportation (ambulance), medical or prescription expenses shall be billed to the City. Should a city inmate housed at the County Jail need outside medical attention it will be the responsibility of the city to transport the inmate to that facility and maintain security on that inmate until such time inmate is medically cleared to return to the county jail. The decision of when medical care shall be provided shall be at the sole discretion of the Sheriff's representative (medical staff). The decision of where medical care shall be provided (outside of the county jail) shall be the discretion of the city.

9.

**TRANSITION FROM CITY INMATE STATUS.** It is understood and agreed that Inmates shall be chargeable to the City unless released or booked for violation of State misdemeanor or felony charges, or bound over by the Municipal Court to the State or Superior Court of Coweta County.

10.

**PAYMENTS BY CITY.** The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

11.

**EXTENSION OF AGREEMENT.** This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12.

**TERMINATION.** This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Administrator or Manager of the County or of the City.

13.

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

If to the County: County Administrator  
Coweta County Georgia  
22 East Broad Street  
Newnan, GA 30263

If to the City: Mayor of Senoia  
P.O. Box 310  
Senoia, GA 30276

14.

**AMENDMENT.** This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority.

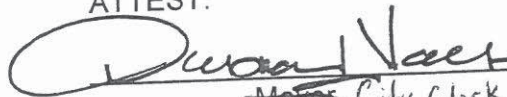
15.

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

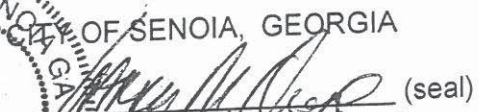
**MEDIATION.** The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises. In the event mediation is not successful, the parties will submit the dispute to the Superior Court of Coweta County.

**IN WITNESS WHEREOF**, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

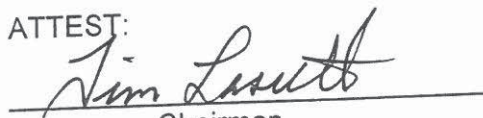
ATTEST:

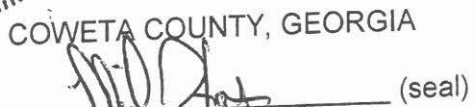
  
Mayor City Clerk  
Senoia City Council

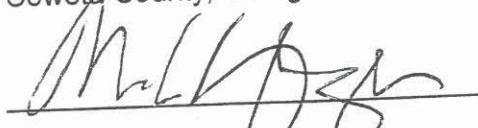


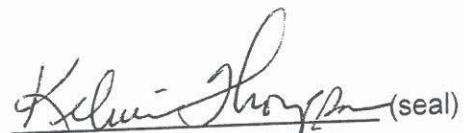
 (seal)  
City Manager Mayor  
Senoia City Council


ATTEST:


  
Chairman  
Board of Commissioners of  
Coweta County, Georgia

COWETA COUNTY, GEORGIA  
 (seal)  
County Administrator  
Coweta County, Georgia

  
Sheriff, Coweta County, Georgia

 (seal)  
Jail Administrator, Coweta County

  
Chief, Senoia Police Department

 (seal)  
Witness





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY:</b> Coweta	<b>Service:</b> Juvenile Intake 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.): **Coweta County**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Coweta County provides Juvenile Intake services to the entire county.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Law Enforcement

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County Sheriff provides service county-wide. The Cities of Chattahoochee Hills, Grantville, Newnan, Palmetto and Senoia provide police services within each of their respective municipal boundaries.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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



**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund and SPLOST
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund and SPLOST
City of Newnan	General Fund and SPLOST
City of Palmetto	General Fund
City of Senoia	General Fund, SPLOST, and impact fees

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

Coweta County no longer collects impact fees.  
The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Non-Emergency Dispatch Services	Coweta County and City of Grantville	1/1/2006 (10 year term with four 10-year renewal options)
Non-Emergency Dispatch Services	Coweta County and City of Senoia	1/1/2005 (10 year term with four 10-year renewal options)

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

None

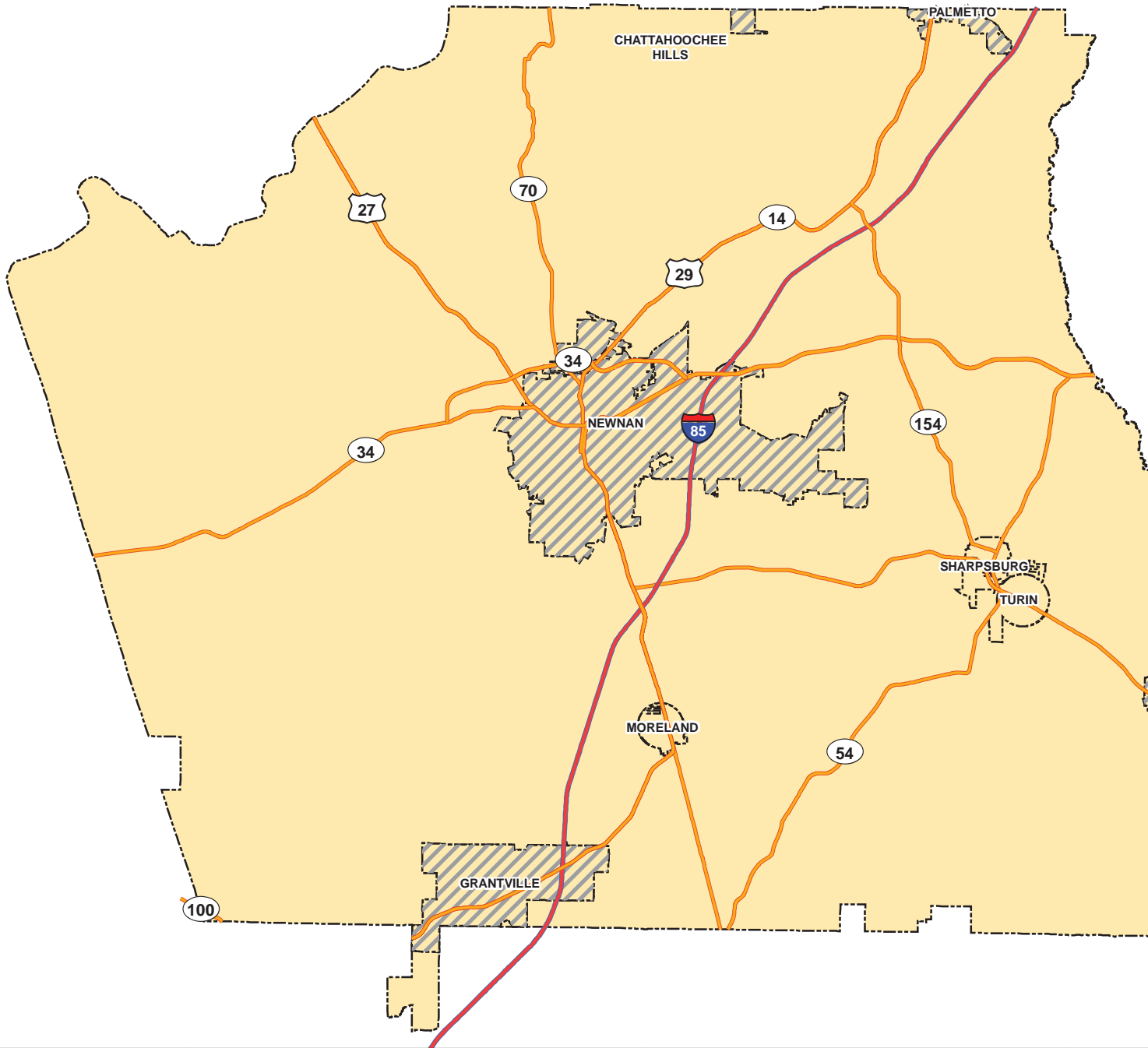
7. Person completing form: **Shannon Zerangue, County Clerk**  
Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides law enforcement services to the entire county through the Sheriff's Office. The Cities of Chattahoochee Hills, Grantville, Newnan, Palmetto and Senoia provide enhanced law enforcement services to their communities. The County has intergovernmental agreements with the Cities of Grantville and Senoia to provide non-emergency dispatch services with reimbursement of the cost by each city.



#012-06

STATE OF GEORGIA,  
COUNTY OF COWETA

CONTRACT FOR NON-EMERGENCY DISPATCH SERVICES

This AGREEMENT, made and entered this 7<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2006, by and between Coweta County, Georgia (hereafter the "County") and the City of Grantville (hereafter the "City").

IN CONSIDERATION of the promises herein made and payment by the City to the County of the sum of Ten (\$10.00) Dollars in hand paid, the receipt and sufficiency of which is hereby acknowledged by the County, the parties agree:

1.

This writing shall constitute a legal, binding and enforceable contract by and between the parties, in accordance with the authority granted by Art. IX, Sec. III, Par. I of the 1983 Constitution of the State of Georgia. The parties specifically acknowledge this contract has been approved by their respective governing bodies, designating and authorizing the officers empowered to execute the Agreement on their behalf, and fully executed counterpart spread upon the official minutes of each party.

2.

For purposes of this Agreement, "emergency dispatch services" shall mean any call that requires immediate dispatch of police, fire or EMS; all other services provided by the Emergency Dispatch Center shall be deemed "non-emergency dispatch services".

3.

The County operates an E-911 Emergency Dispatch Center (hereafter the "Center"), having the capability to provide both emergency and non-emergency dispatch

services to the Police Department of the City. The parties have negotiated and mutually agreed that the County, by and through its Center, shall provide all required emergency and non-emergency dispatch services for the City of Grantville, in particular its Police Department, during the term stated. The County will exercise its best efforts to assure adequate staffing for this purpose and will provide all facilities, manpower and equipment required for these services.

4.

The County's budgeted cost of providing this service for the calendar year commencing January 1, 2006 (base year) is \$161,684, of which the City agrees to pay to the County, in twelve equal monthly installments, commencing January 1, 2006, a sum equal to thirty-three and one-third (33.33%) percent; provided, however, the City's annual payment shall not exceed \$53,900 for the calendar year 2006. Costs shall include all salaries, employment benefits and other personnel costs associated with the present level of staffing needed to deliver this service, which is currently four (4) employees. The parties contemplate the cost of service delivery may vary from year to year and agree the City will pay one-third of the budgeted costs in each year during the term of this Agreement; provided, however, should the County budget a cost increase of more than twenty (20%) percent above the prior year's cost, notice shall be given to the City not less than ninety (90) days prior to the effective date in order the City may have the option to terminate this Agreement. If municipalities, other than the City and the City of Senoia, are served by the county, the parties agree to reduce the percentage of the total cost of service the City will be responsible for paying.

5.

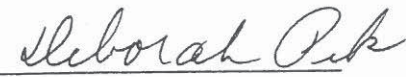
The term of this Agreement shall be ten (10) years from its date of commencement, January 1, 2006, with four (4) future renewal terms of ten (10) years each. Collectively, the term of this Agreement shall not exceed beyond fifty (50) years. After expiration of the initial term, either party may elect to terminate this Agreement by giving at least six (6) months written notice to the other party.

6.

This Agreement shall be construed and interpreted in accordance with laws of the State of Georgia. This writing sets forth the complete agreement of the parties and modifies and supercedes any prior negotiations or understanding. Any modification or amendment to this Agreement shall be in writing and executed by both parties. EXECUTED by properly authorized officers of the above-named parties, under their hands and seal, the day and year above written.

COWETA COUNTY, GEORGIA

By:   
Chairman

Attest:   
Clerk

(SEAL)

CITY OF GRANTVILLE, GEORGIA

By:   
Mayor

Attest:   
Clerk

(SEAL)

FEB 23 2005

TC

STATE OF GEORGIA,  
COUNTY OF COWETA

**CONTRACT FOR NON-EMERGENCY DISPATCH SERVICES**

This AGREEMENT, made and entered this 17 day of February, 2005, by and between Coweta County, Georgia (hereafter the "County") and the City of Senoia (hereafter the "City").

IN CONSIDERATION of the promises herein made and payment by the City to the County of the sum of Ten (\$10.00) Dollars in hand paid, the receipt and sufficiency of which is hereby acknowledged by the County, the parties agree:

1.

This writing shall constitute a legal, binding and enforceable contract by and between the parties, in accordance with the authority granted by Art. IX, Sec. III, Par. I of the 1983 Constitution of the State of Georgia. The parties specifically acknowledge this contract has been approved by their respective governing bodies, designating and authorizing the officers empowered to execute the Agreement on their behalf, and a fully executed counterpart spread upon the official minutes of each party.

2.

For purposes of this Agreement, "emergency dispatch services" shall mean any call that requires immediate dispatch of police, fire or EMS; all other services provided by the Emergency Dispatch Center shall be deemed "non-emergency dispatch services".

3.

The County operates an E-911 Emergency Dispatch Center (hereafter the "Center"), having the capability to provide both emergency and non-emergency dispatch

services to the Police Department of the City. The parties have negotiated and mutually agreed that the County, by and through its Center, shall provide all required emergency and non-emergency dispatch services for the City of Senoia, in particular its Police Department, during the term stated. The County will exercise its best efforts to assure adequate staffing for this purpose and will provide all facilities, manpower and equipment required for these services.

4.

The County's budgeted cost of providing this service for the calendar year commencing January 1, 2005 (base year) is \$157,584, of which the City agrees to pay to the County, in twelve equal monthly installments, commencing January 1, 2005, a sum equal to thirty-three and one-third (33.33%) percent; provided, however, the City's annual payment shall not exceed \$52,528 for calendar year 2005. Costs shall include all salaries, employment benefits and other personnel costs associated with the present level of staffing needed to deliver this service, which is currently four (4) employees. The parties contemplate the cost of service delivery may vary from year to year and agree the City will pay one-third of the budgeted costs in each year during the term of this Agreement; provided, however, should the County budget a cost increase of more than twenty (20%) percent above the prior year's cost, notice shall be given the City not less than 90 days prior to the effective date in order the City may have the option to terminate this Agreement. If municipalities, other than the City and the City of Grantville, are served by the County, the parties agree to reduce the percentage of total cost of service the City will be responsible for paying.

5.

The term of this Agreement shall be ten (10) years from its date of commencement, January 1, 2005, with four (4) future renewal terms of 10 years each. Collectively, the term of this Agreement shall not extend beyond fifty (50) years. After expiration of the initial term, either party may elect to terminate this Agreement by giving at least six (6) months written notice to the other party.

6.

This Agreement shall be construed and interpreted in accordance with laws of the State of Georgia. This writing sets forth the complete agreement of the parties and modifies and supercedes any prior negotiations or understanding. Any modification or amendment to this Agreement shall be in writing and executed by both parties.

EXECUTED by properly authorized officers of the above-named parties, under their hands and seal, the day and year above written.

COWETA COUNTY, GEORGIA

By: Larry DeMas  
Chairman

Attest: Stacy M. Cole  
Clerk

(SEAL)

CITY OF SENOIA, GEORGIA

By: Robert C. Hannah  
Mayor

Attest: Richard H. Hagan  
Clerk

(SEAL)







**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Library**

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County provides service countywide. Moreland, Sharpsburg, and Newnan provide services within their respective municipal boundaries.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	General Fund and State Grant
Town of Moreland	General Fund
Town of Sharpsburg	General Fund
City of Newnan	General Fund

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

The A. Mitchell Powell, Jr. Library became a part of the Coweta Public Library System (CPLS). Three new libraries (Central Library and branch libraries in Grantville and Senoia) were constructed and are also a part of the CPLS. The CPLS is funded by the County's General Fund and grants from the State.

The City of Newnan renovated the Carnegie Building and began operating a central gathering place that serves residents and community organizations with a non-circulating reading room, children's area, and meeting spaces enhanced by an art gallery, offering print and electronic materials, services, and programs to adults and children.

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

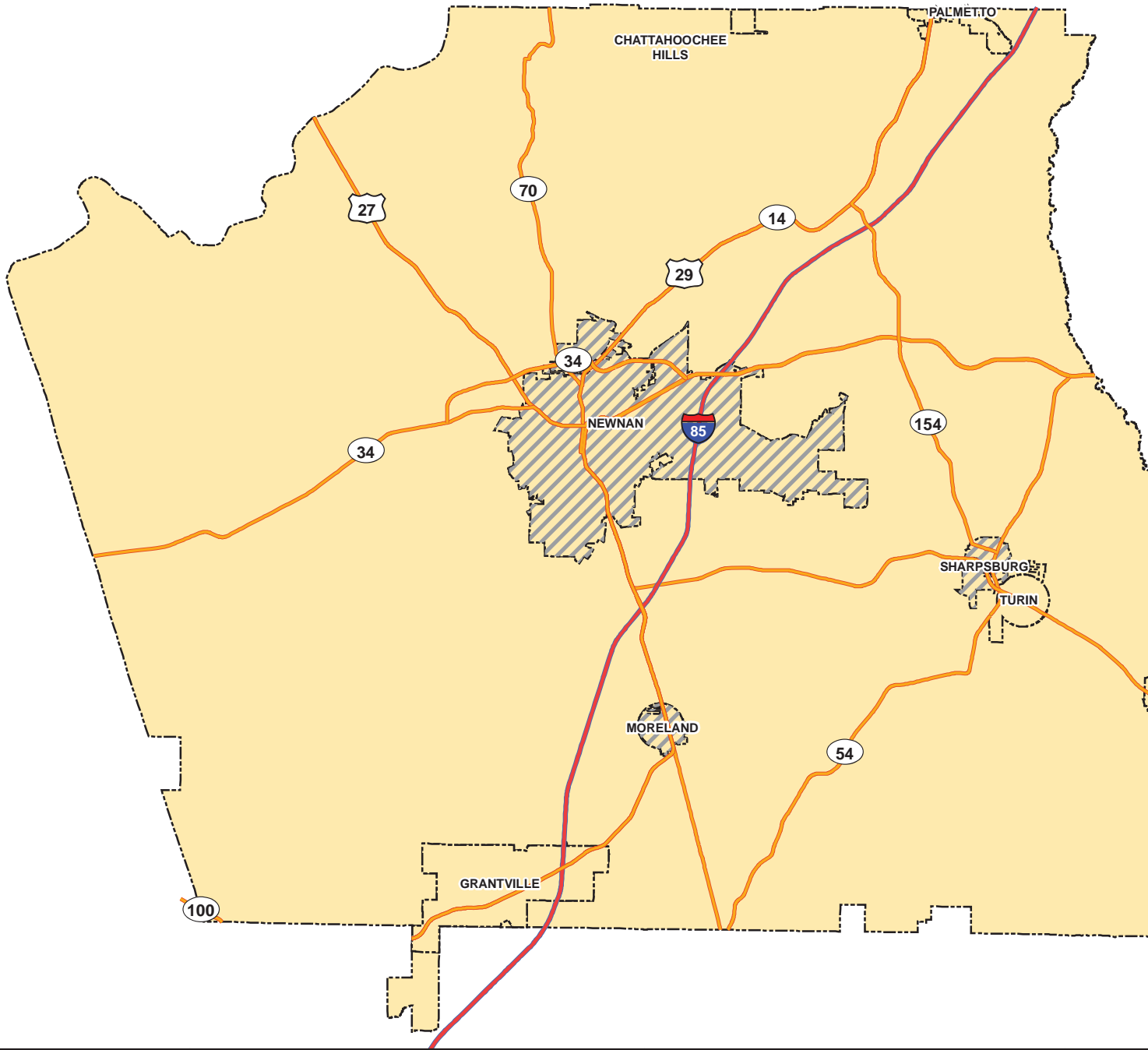
7. Person completing form: **Shannon Zerangue**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides library services county-wide through the Coweta Public Library System. The City of Newnan and the Towns of Moreland and Sharpsburg provide library services within their respective municipal boundaries. The County's service area overlaps with Moreland's, Newnan's, and Sharpsburg's. There are overriding benefits in continuing this arrangement because the overlapping service areas receive an enhanced service and a slightly different set of additional services.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Parks and Recreation Facilities

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County provides countywide and Grantville, Haralson, Moreland, Newnan, Senoia, and Sharpsburg provide within their municipal boundaries**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund, fees for service, and SPLOST
City of Grantville	General Fund and SPLOST
City of Haralson	General Fund and SPLOST
Town of Moreland	General Fund and SPLOST
City of Newnan	General Fund, SPLOST, and impact fees
City of Senoia	General Fund, SPLOST, and impact fees
Town of Sharpsburg	General Fund and SPLOST

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Recreation Facility Program Agreement	City of Newnan and Coweta County	5/24/2016 – 9/30/2016 automatically renews
Recreation Facility and Program Agreement	City of Senoia and Coweta County	9/8/2002 – automatically renews

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

None

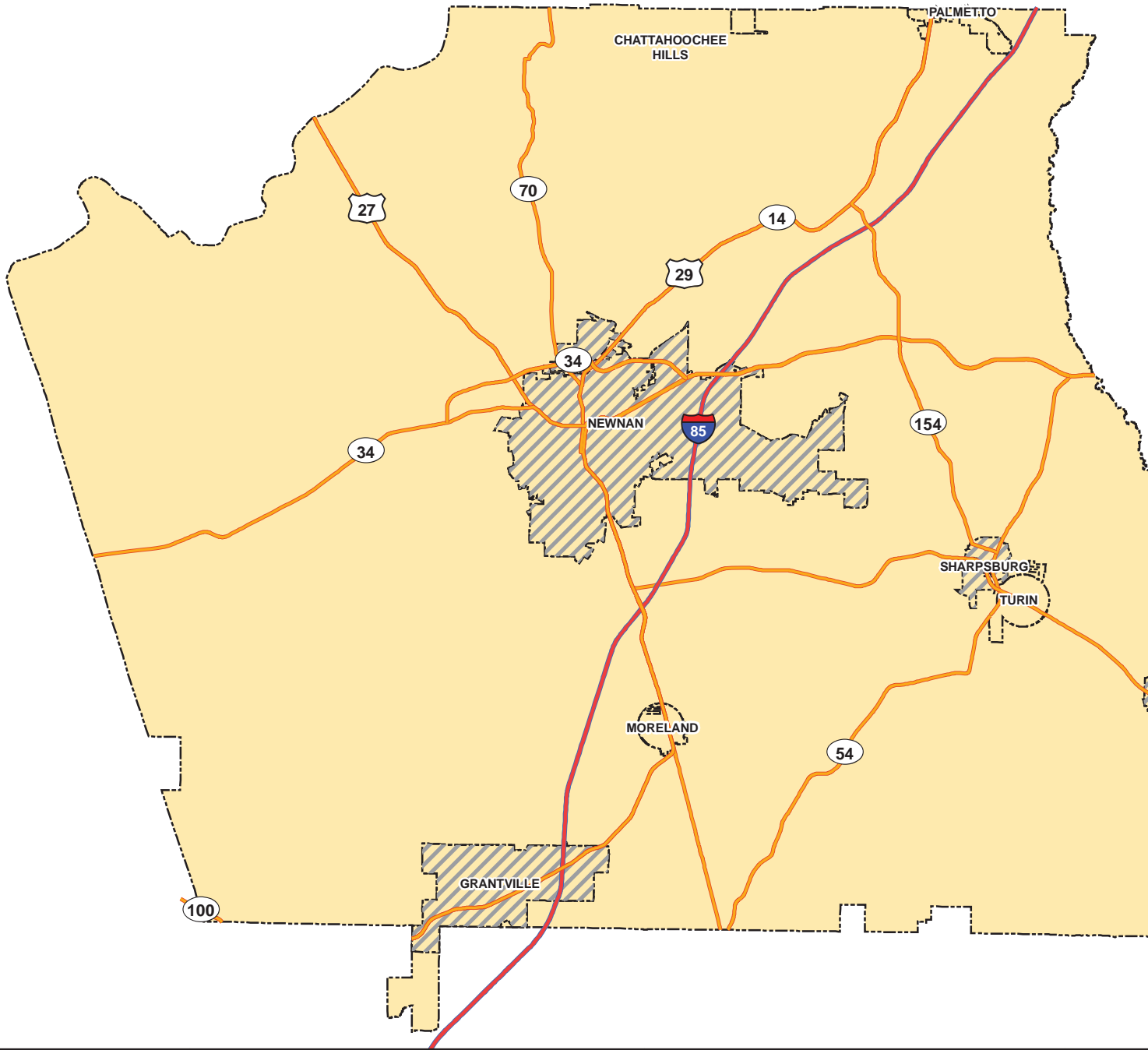
7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: **770.254.2601**      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides recreational facilities that are available to all county residents; and the Cities of Grantville, Haralson, Newnan, Moreland, Senoia, and Sharpsburg provide, maintain and operate parks and/or recreational facilities within their respective municipal boundaries.



**RECREATION FACILITY AND PROGRAM AGREEMENT  
GEORGIA  
COWETA COUNTY**

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> date of MAY 2016, by and between the City of Newnan, Georgia, hereinafter called "City" and the Board of Commissioners of Coweta County, State of Georgia, hereinafter called "County".

**WITNESSETH:**

**WHEREAS**, The governing bodies of the City and County are mutually interested in an adequate program of community recreation under the auspices of the County Recreation Department; and

**WHEREAS**, said governing bodies are authorized to enter into agreements convenient to and cooperate in the cultivation of citizenship by providing for adequate programs of community recreation; and

**WHEREAS**, the County has established a Recreation Department responsible for carrying out the purposes of community recreation in Coweta County; and

**WHEREAS**, in the interest of providing the best service with the least possible expenditure of public funds; full cooperation between the City and County is necessary.

**NOW, THEREFORE**, in consideration of the premises, said City and County agree to cooperate with each other in carrying out the above purpose, and to that end agree as follows:

1. The City will make available to the County for community recreation activities the following:
  - a) Swimming Pool at Lynch Park
  - b) Pickett Field at Lynch Park
  - c) Westgate Park
  
2. The City agrees as follows:
  - a) To pay for all utility expenses for each facility.
  - b) To provide a response to the equipment, repairs, and maintenance needed at the facilities upon written request from the County Recreation Department no later than October 31<sup>st</sup> each year.
  - c) To mow and maintain the grounds surrounding facilities with the exception of areas used as ball fields and practice fields.

## Recreation Facility and Program Agreement

- d) To purchase adequate liability insurance to cover the facilities included in this agreement. The city agrees to provide the County with a Certificate of Insurance naming the County as an "additional insured".
  - e) To pledge to continue to upgrade facilities over a five year period and to develop a specific schedule for such improvements, including a plan to bring into compliance with any applicable federal or state regulations.
3. The County, through its Recreation Department, agrees as follows:
- a) To provide adequate personnel to supervise recreation activities sponsored by the County at City facilities as set forth in Exhibit "A".
  - b) To provide a list of equipment, repairs, and maintenance needed at the facilities to the City no later than September 30<sup>th</sup> each year.
  - c) To provide daily cleaning and oversight of each facility, Monday through Friday, and to inform the City of any maintenance needs or hazardous conditions existing at any facility.
  - d) To maintain all grounds used as ball fields or practice fields. Such maintenance to include, but not limited to seeding, rolling, fertilizing, surface maintenance and mowing.
  - e) To provide all recreation equipment and supplies necessary to properly conduct recreational activities and afford the proper cleaning, maintenance and mowing of ball fields and practice fields.
  - f) To purchase adequate liability insurance to cover any program held at the facilities under the auspices of the County Recreation Department. The County agrees to provide the City with a Certificate of Insurance naming the City as an "additional insured".
4. It is further agreed that any permanent improvement or any equipment which is permanently affixed on facilities contained in this agreement shall remain the property of the City.
5. Any disputes concerning the necessity for equipment, repairs, and maintenance shall be resolved by the City Manager and the County Administrator. Disputes which are irresolvable at this level shall be forwarded to the Mayor and County Commission for their resolution. The County shall have the right to suspend any scheduled program at a facility if that facility is unsafe for the program and officials are unable to reach an agreement concerning the necessity of the repair.
6. This Agreement shall commence on the date executed by both parties and expire on September 30, 2016, and at each subsequent September 30<sup>th</sup> if this Agreement is renewed as set forth herein. This Agreement shall automatically renew on October 1, for additional terms of twelve (12) months each unless terminated by either party in writing not less than thirty (30) days from the expiration of the current term.



Recreation Facility and Program Agreement

IN WITNESS WHEREOF, and pursuant to the authority granted by duly recorded resolutions, the parties hereto have caused this agreement to be executed on their behalf.

ATTEST:

CITY OF NEWNAN, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

ATTEST:

COWETA COUNTY, GEORGIA

*Frances Barber*  
\_\_\_\_\_  
County Clerk

*Glover & Davis, P.A.*

By: *[Signature]*  
\_\_\_\_\_  
County Attorney

By: *Jim Lassett*  
\_\_\_\_\_  
Chairman

RECREATION FACILITY AND PROGRAM AGREEMENT  
EXHIBIT A

Lynch Park Pool:

- Apply for Health Department permit annually
- The pool schedule will be determined annually as mutually agreed upon by the City Manager and the County Administrator, provided that the pool opens on Memorial Day weekend and closes the weekend after public schools begin.
- Weekday programs that begin prior to open swim will be determined annually as mutually agreed upon by the City Manager and the County Administrator and shall include the following.
  - Day Camp Swimming
  - Swimming Lessons and Water Aerobics
  - "Mommy and Me Swim" and "Adults Only Swim"
  - Additional programs may be announced by the Recreation Department
- When students return to school, the pool will be open on weekdays for morning programs and special events only.

Pickett Field:

- Maintain and prep field for league practice, including winter field and grass maintenance.
- Support the City upon written request

Westgate Park:

- Support the City upon written request

Post-it® Fax Note	7671	Date	3/29/95	# of pages	3
To	Roxie Clark	From	Betty Cookman		
Co./Dept.	Commiss	Co.	City Senoia		
Phone #	Copy 2	Phone #			
Fax #	Agreement for your request	Fax #			

## RECREATION - FACILITY AND PROGRAM AGREEMENT

Copy to  
✓ Carl,  
4/10/95 J. Z

GEORGIA  
COWETA COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this 08 day of September, 1992, by and between the City of Senoia, Georgia, hereinafter called "City," and the Board of Commissioners of Coweta County, State of Georgia, hereinafter called "County."

## WITNESSETH:

WHEREAS, the governing bodies of the City and the County are mutually interested in an adequate program of community recreation, and

WHEREAS, said governing bodies are authorized to enter into agreements convenient to aid and cooperate in the cultivation of citizenship by providing for adequate programs of community recreation, and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the City and the County is necessary.

NOW, THEREFORE, in consideration of these premises, said City and County do now agree to cooperate with each other in carrying out the above purposes, and to that end to agree as follows:

1) The City will make available to the County for community recreation activities the following facilities:

a) Ball field complex.

b) Senoia Recreation Park, excluding:

(1) American Legion Building.

(2) The former swimming pool area and associated buildings.

2) The County through its Department of Recreation agrees as follows:

a) to operate and maintain the tennis courts and offer open tennis at the tennis courts.

b) to operate and maintain the ball field complex, or provide for operation by subcontracting with a league.

b) to provide oversight of the recreational facilities during operating hours, and janitorial cleaning.

c) to plan and develop a walking trail at the Senoia Recreation Park. Said development to commence as funds become available and shall include restroom facilities.

d) to make any necessary repairs to the recreation facilities.

e) to pay all utility bills at the recreation facilities.

f) to mow the grass at the Senoia Recreation Park and the ball field complex.

g) to provide adequate liability insurance naming the City of Senoia as an additional insured covering any programs held at the facilities under the auspices of the County Recreation Department.

h) to not knowingly operate any recreation program under unsafe conditions.

3) The City agrees as follows:

a) to provide for trash pickup and removal at the Senoia Recreation Park.

b) to provide regular police patrols of the Senoia Recreation Park and the ball field complex.

c) after restrooms are constructed at the Senoia Recreation Park, to lock the restrooms in the evening and to unlock the restrooms in the morning.

3) It is further agreed that any permanent improvements or permanently installed equipment provided by either the City or the County shall remain or become the property of the City.

4) It is further agreed that this Agreement shall automatically renew each year on January 1, unless either party notifies the other party prior to November 1 that it does not intend to renew the contract, or that it desires to have provisions of the contract modified for the future year.

5) It is further agreed that this Agreement nullifies and voids any previous Agreements between the City and County as applies to these facilities.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly recorded resolutions, the parties hereto have caused this Agreement to be executed on their behalf.

CITY OF SENOIA

By:

*[Signature]*  
Mayor

ATTEST:

*[Signature]*  
City Clerk

REVIEWED:

*[Signature]*  
City Attorney

COUNTY OF COWETA

By:

*[Signature]*  
Chairman, County Commission

ATTEST:

*[Signature]*  
County Clerk

REVIEWED:

*[Signature]*  
County Attorney



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Parks and Recreation Programs

1. Check the box that best describes the agreed upon delivery arrangement for this 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.):  
**Coweta County provides service countywide and Grantville provides within its municipal boundaries**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County	General Fund and user fees
City of Grantville	Trust Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Facility and Program Agreement	City of Newnan and Coweta County	5/24/2016 – 9/30/2016 automatically renews
Recreation Facility and Program Agreement	City of Senoia and Coweta County	9/8/2002 – automatically renews

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

None

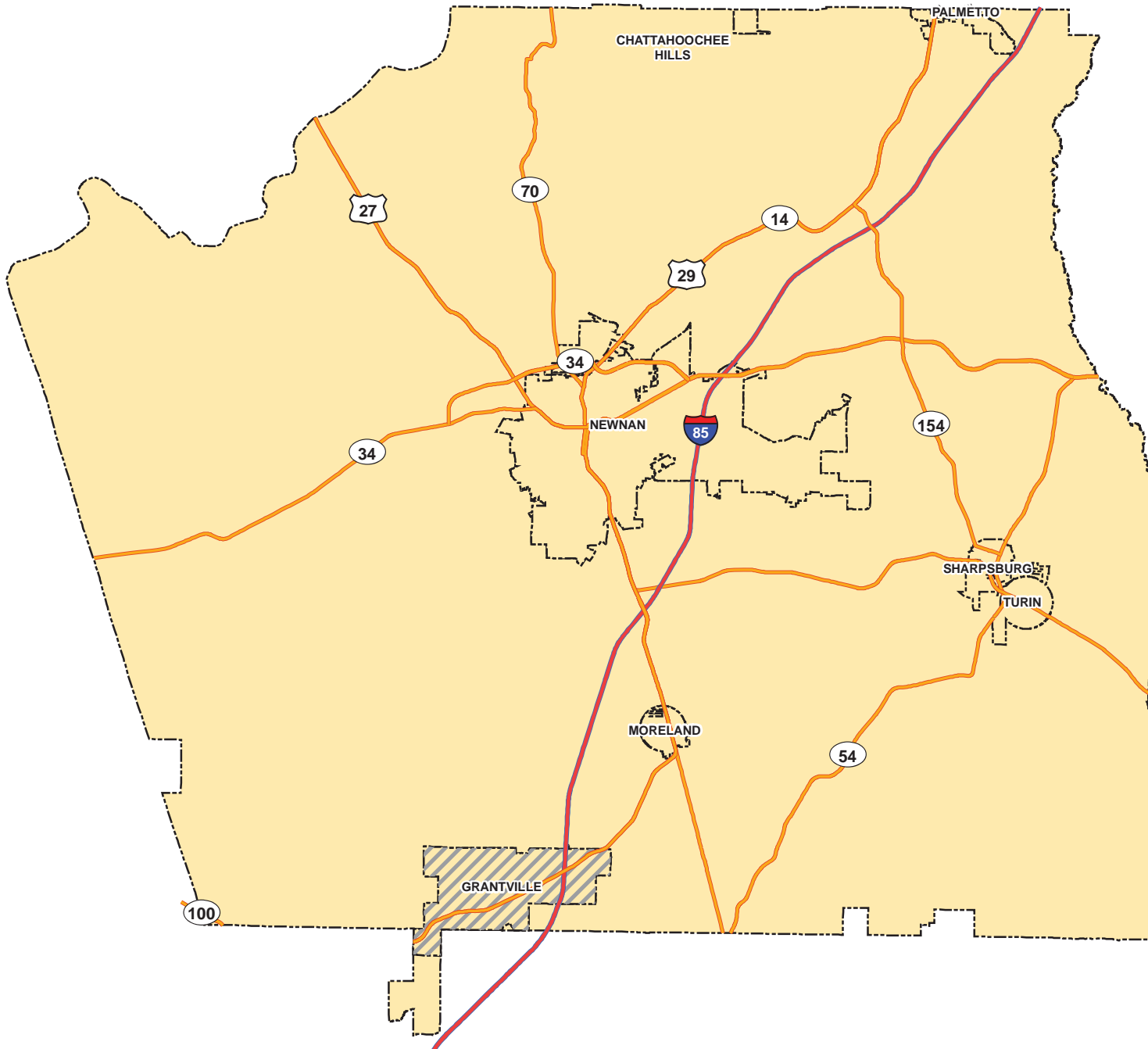
7. Person completing form: **Shannon xerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides recreational programs county-wide in county-owned facilities and by contract with Newnan and Senoia at facilities owned by each city. The City of Grantville provides recreational programs in facilities it owns. The County's service area overlaps with Grantville's. There are overriding benefits in continuing this arrangement because the overlapping areas receive enhanced services.





**RECREATION FACILITY AND PROGRAM AGREEMENT  
GEORGIA  
COWETA COUNTY**

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> date of MAY 2016, by and between the City of Newnan, Georgia, hereinafter called "City" and the Board of Commissioners of Coweta County, State of Georgia, hereinafter called "County".

**WITNESSETH:**

**WHEREAS**, The governing bodies of the City and County are mutually interested in an adequate program of community recreation under the auspices of the County Recreation Department; and

**WHEREAS**, said governing bodies are authorized to enter into agreements convenient to and cooperate in the cultivation of citizenship by providing for adequate programs of community recreation; and

**WHEREAS**, the County has established a Recreation Department responsible for carrying out the purposes of community recreation in Coweta County; and

**WHEREAS**, in the interest of providing the best service with the least possible expenditure of public funds; full cooperation between the City and County is necessary.

**NOW, THEREFORE**, in consideration of the premises, said City and County agree to cooperate with each other in carrying out the above purpose, and to that end agree as follows:

1. The City will make available to the County for community recreation activities the following:
  - a) Swimming Pool at Lynch Park
  - b) Pickett Field at Lynch Park
  - c) Westgate Park
  
2. The City agrees as follows:
  - a) To pay for all utility expenses for each facility.
  - b) To provide a response to the equipment, repairs, and maintenance needed at the facilities upon written request from the County Recreation Department no later than October 31<sup>st</sup> each year.
  - c) To mow and maintain the grounds surrounding facilities with the exception of areas used as ball fields and practice fields.

## Recreation Facility and Program Agreement

- d) To purchase adequate liability insurance to cover the facilities included in this agreement. The city agrees to provide the County with a Certificate of Insurance naming the County as an "additional insured".
  - e) To pledge to continue to upgrade facilities over a five year period and to develop a specific schedule for such improvements, including a plan to bring into compliance with any applicable federal or state regulations.
3. The County, through its Recreation Department, agrees as follows:
- a) To provide adequate personnel to supervise recreation activities sponsored by the County at City facilities as set forth in Exhibit "A".
  - b) To provide a list of equipment, repairs, and maintenance needed at the facilities to the City no later than September 30<sup>th</sup> each year.
  - c) To provide daily cleaning and oversight of each facility, Monday through Friday, and to inform the City of any maintenance needs or hazardous conditions existing at any facility.
  - d) To maintain all grounds used as ball fields or practice fields. Such maintenance to include, but not limited to seeding, rolling, fertilizing, surface maintenance and mowing.
  - e) To provide all recreation equipment and supplies necessary to properly conduct recreational activities and afford the proper cleaning, maintenance and mowing of ball fields and practice fields.
  - f) To purchase adequate liability insurance to cover any program held at the facilities under the auspices of the County Recreation Department. The County agrees to provide the City with a Certificate of Insurance naming the City as an "additional insured".
4. It is further agreed that any permanent improvement or any equipment which is permanently affixed on facilities contained in this agreement shall remain the property of the City.
5. Any disputes concerning the necessity for equipment, repairs, and maintenance shall be resolved by the City Manager and the County Administrator. Disputes which are irresolvable at this level shall be forwarded to the Mayor and County Commission for their resolution. The County shall have the right to suspend any scheduled program at a facility if that facility is unsafe for the program and officials are unable to reach an agreement concerning the necessity of the repair.
6. This Agreement shall commence on the date executed by both parties and expire on September 30, 2016, and at each subsequent September 30th if this Agreement is renewed as set forth herein. This Agreement shall automatically renew on October 1, for additional terms of twelve (12) months each unless terminated by either party in writing not less than thirty (30) days from the expiration of the current term.

Recreation Facility and Program Agreement

IN WITNESS WHEREOF, and pursuant to the authority granted by duly recorded resolutions, the parties hereto have caused this agreement to be executed on their behalf.

ATTEST:

CITY OF NEWNAN, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

ATTEST:

COWETA COUNTY, GEORGIA

*Frances Barber*  
\_\_\_\_\_  
County Clerk

By: *Jim Lassett*  
\_\_\_\_\_  
Chairman

*Glover Davis, P.A.*  
*By: [Signature]*  
\_\_\_\_\_  
County Attorney

RECREATION FACILITY AND PROGRAM AGREEMENT  
EXHIBIT A

Lynch Park Pool:

- Apply for Health Department permit annually
- The pool schedule will be determined annually as mutually agreed upon by the City Manager and the County Administrator, provided that the pool opens on Memorial Day weekend and closes the weekend after public schools begin.
- Weekday programs that begin prior to open swim will be determined annually as mutually agreed upon by the City Manager and the County Administrator and shall include the following.
  - Day Camp Swimming
  - Swimming Lessons and Water Aerobics
  - "Mommy and Me Swim" and "Adults Only Swim"
  - Additional programs may be announced by the Recreation Department
- When students return to school, the pool will be open on weekdays for morning programs and special events only.

Pickett Field:

- Maintain and prep field for league practice, including winter field and grass maintenance.
- Support the City upon written request

Westgate Park:

- Support the City upon written request

Post-it* Fax Note	7871	Date	3/29/95	# of pages	3
To	Roxie Clark	From	Betty Cookman		
Co./Dept	Commiss	Co.	City Senoia		
Phone #	Copy 2	Phone #			
Fax #	Agreement per your request	Fax #			

*Copy to Carl, 4/10/95 J.R.*

RECREATION - FACILITY AND PROGRAM AGREEMENT

GEORGIA  
COWETA COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this 08 day of September, 1992, by and between the City of Senoia, Georgia, hereinafter called "City," and the Board of Commissioners of Coweta County, State of Georgia, hereinafter called "County."

WITNESSETH:

WHEREAS, the governing bodies of the City and the County are mutually interested in an adequate program of community recreation, and

WHEREAS, said governing bodies are authorized to enter into agreements convenient to aid and cooperate in the cultivation of citizenship by providing for adequate programs of community recreation, and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the City and the County is necessary.

NOW, THEREFORE, in consideration of these premises, said City and County do now agree to cooperate with each other in carrying out the above purposes, and to that end to agree as follows:

1) The City will make available to the County for community recreation activities the following facilities:

- a) Ball field complex.
- b) Senoia Recreation Park, excluding:
  - (1) American Legion Building.
  - (2) The former swimming pool area and associated buildings.

2) The County through its Department of Recreation agrees as follows:

- a) to operate and maintain the tennis courts and offer open tennis at the tennis courts.
- b) to operate and maintain the ball field complex, or provide for operation by subcontracting with a league.
- b) to provide oversight of the recreational facilities during operating hours, and janitorial cleaning.

c) to plan and develop a walking trail at the Senoia Recreation Park. Said development to commence as funds become available and shall include restroom facilities.

d) to make any necessary repairs to the recreation facilities.

e) to pay all utility bills at the recreation facilities.

f) to mow the grass at the Senoia Recreation Park and the ball field complex.

g) to provide adequate liability insurance naming the City of Senoia as an additional insured covering any programs held at the facilities under the auspices of the County Recreation Department.

h) to not knowingly operate any recreation program under unsafe conditions.

3) The City agrees as follows:

a) to provide for trash pickup and removal at the Senoia Recreation Park.

b) to provide regular police patrols of the Senoia Recreation Park and the ball field complex.

c) after restrooms are constructed at the Senoia Recreation Park, to lock the restrooms in the evening and to unlock the restrooms in the morning.

3) It is further agreed that any permanent improvements or permanently installed equipment provided by either the City or the County shall remain or become the property of the City.

4) It is further agreed that this Agreement shall automatically renew each year on January 1, unless either party notifies the other party prior to November 1 that it does not intend to renew the contract, or that it desires to have provisions of the contract modified for the future year.

5) It is further agreed that this Agreement nullifies and voids any previous Agreements between the City and County as applies to these facilities.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly recorded resolutions, the parties hereto have caused this Agreement to be executed on their behalf.

CITY OF SENOIA

By:

Mayor

*[Handwritten signature]*

ATTEST:

City Clerk

*[Handwritten signature]*

REVIEWED:

City Attorney

*[Handwritten signature]*

COUNTY OF CONETA

By:

Chairman, County Commission

*[Handwritten signature]*

ATTEST:

County Clerk

*[Handwritten signature]*

REVIEWED:

County Attorney

*[Handwritten signature]*



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Planning and Zoning

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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



## SDS FORM 2, continued

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund (Insurance Premium Taxes) and fees for service
City of Chattahoochee Hills	General Fund and fees for service
City of Grantville	General Fund and fees for service
City of Haralson	General Fund and fees for service
Town of Moreland	General Fund and fees for service
City of Newnan	General Fund and fees for service
City of Palmetto	General Fund and fees for service
City of Senoia	General Fund and fees for service
Town of Sharpsburg	General Fund and fees for service
Town of Turin	General Fund and fees for service

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Each government entity provides planning and zoning services within its boundaries.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Probation Supervision - County**

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.): **Coweta County**

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

**Yes** (if Yes, you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	General Fund and fees paid by probationers

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last z Dz was produced and is now reflected in this z Dz .

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>
Pone		

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?

Pone

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770./ N4./ 601      Date completed: October / 0, / 016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides probation services county-wide funded by the General Fund and fees paid by probationers.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~ roHation Supervision ~~G~~Municipal

1. Check the box that best describes the agreed upon delivery arrangement for this 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:  
**Chattahoochee Pills, b rantville, Newnan, - almetto and Senoia**

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

**esN** (if "Yes," you must attach additional documentation as described, below)

**b**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
City of Chattahoochee Hills	Fees paid by probationers
City of Grantville	Fees paid by probationers
City of Tewan	Fees paid by probationers
City of Nalmetto	Fees paid by probationers
City of Senoia	Fees paid by probationers

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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?

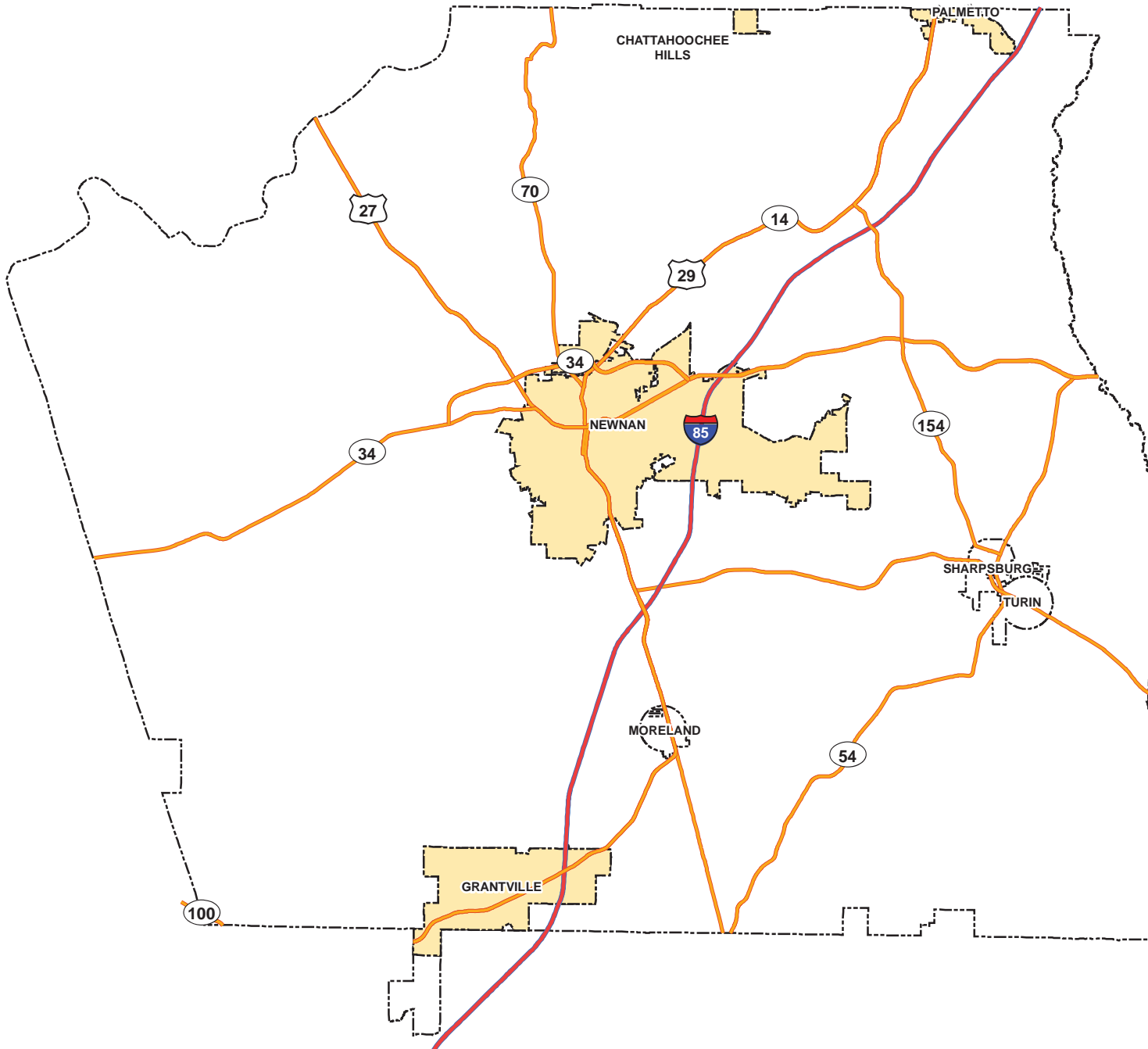
None

7. Person completing form: **Shannon Zeraxue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 The Cities of Chattahoochee Hills, Grantville, Tewan, Nalmetto and Senoia provide probation supervision to their entities and this service is paid for by fees paid by probationers.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Public Health and Welfare

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.): **Coweta County**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund appropriation to Coweta County Health Department, Department of Family and Children Services, and Pathways Behavioral Health

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

Updated Public Health to Public Health and Welfare to reflect the County's contribution to DFCS and added language to clarify that the County appropriates funding to other agencies who provide the services. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601 Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Coweta County provides public health and welfare services through appropriations from the General Fund to the Coweta County Health Department and the Coweta County Department of Family and Children Services (both are state agencies). Coweta County also appropriates funds and/or resources from the General Fund to Pathways Behavioral Health, which is a private entity providing quasi-governmental services funded by state grants.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~Y~~Public Works

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto Senoia, Sharpsburg, and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County	General Fund
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund and STLOS
City of Haralson	General Fund and STLOS
City of Moreland	General Fund and STLOS
City of Pownall	General FUPD, STLOS, and Impact Fees
City of Talmetto	General Fund
City of Senoia	General Fund and STLOS
Town of Sharpsburg	General Fund and STLOS
Town of Nurin	General Fund and STLOS

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

Agreement Name	Contracting Party	Effective and Ending Dates
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

7. Person completing form: **Shannon Zerangue**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County provides public works services within the unincorporated county. The Cities of Chattahoochee Hills, Grantville, Haralson, Pownall, Talmetto, and Senoia and the Towns of Moreland, Sharpsburg, and Nurin provide this service within their respective boundaries.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Road and Street Construction**

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Chattahoochee Hills, Brantville, Garalson, Moreland, Newnan, Yalmetto, Senoia, Sharpsburg and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	SHLOST and State and Federal Contracts
City of Chattahoochee Nills	General Fund, State and Federal Contracts
City of Grantville	General Fund, SHLOST, State and Federal Contracts
Town of Naralson	General Fund, SHLOST, State and Federal Contracts
Town of Moreland	General Fund, SHLOST, State and Federal Contracts
City of Pewan	General Fund, SHLOST, Impact Fees, State and Federal Contracts
City of Halmetto	General Fund, State and Federal Contracts
City of Senoia	General Fund, SHLOST, State and Federal Contracts
Town of Sharpsburg	General Fund, SHLOST, State and Federal Contracts
Town of Turin	General Fund, SHLOST, State and Federal Contracts

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

Coweta County no longer assesses impact fees or uses the General Fund for road and street construction. The City of Chattahoochee Nills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Pone		

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?

Pone

7. Herson completing form: **Shannon ZeranHue**  
 Hhone number: **770.254.2601**      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta CountP Administrator, 770.254.2601**

**Service DeliverP Terms:**

Coweta County provides road and street construction within the unincorporated county. The Cities of Chattahoochee Nills, Grantville, Naralson, Pewan, Halmetto and Senoia and the Towns of Moreland, Sharpsburg and Turin provide this service within their respective boundaries.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY: Coweta</b>	<b>Service: Road and Street Maintenance</b>
-----------------------	---

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta CountP, Chattahoochee gills, Z rantville, garalson, Moreland, Newnan, yalmetto, Senoia, SharpsHurG and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Coweta County	SHLOST, State and Federal Contracts
City of Chattahoochee Nills	General Fund, State and Federal Contracts
City of Grantville	General Fund, SHLOST, State and Federal Contracts
City of Naralson	General Fund, SHLOST, State and Federal Contracts
Town of Moreland	General Fund, SHLOST, State and Federal Contracts
City of Pewnan	General Fund, SHLOST, Impact Fees, State and Federal Contracts
City of Halmetto	General Fund, State and Federal Contracts
City of Senoia	General Fund, SHLOST, State and Federal Contracts
Town of Sharpsburg	General Fund, SHLOST, State and Federal Contracts
Town of Turin	General Fund, SHLOST, State and Federal Contracts

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

Coweta County no longer assesses impact fees or uses the General Fund for road and street maintenance. The City of Chattahoochee Nills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Pone		

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?

Pone

7. Herson completing form: **Shannon xeranGue**  
 Hhone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta CountP Administrator, 770.254.2601**

**Service DeliverP Terms:**

Coweta County provides road and street maintenance within the unincorporated county. The Cities of Chattahoochee Nills, Grantville, Naralson, Pewnan, Halmetto, and Senoia and the Towns of Moreland, Sharpsburg and Turin provide this service within their respective boundaries.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: Sewage Collection and Disposal**

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County (Coweta County Water and Sewerage Authority), Grantville, Newnan (Newnan Utilities), Palmetto, Senoia and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Coweta County Water and Sewerage Authority	Fees for service
City of Grantville	Fees for service, SPLOST
Newnan Utilities	SPLOST, Impact fees, Fees for service
City of Palmetto	General Fund, Fees for service
City of Senoia	Fees for service
Town of Turin	Fees for service

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

Coweta County Water and Sewerage Authority became a separate entity in 2007 via local legislation. The Board of Commissioners appoints each of the five Authority members and has an operating agreement with the Authority. The agreement between Coweta County and Newnan Utilities for the implementation and operation of decentralized sewer systems was terminated, and the County entered into an agreement with the Coweta County Water and Sewerage Authority to provide this service. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
IGA for Operation of the County Water and Sewer System	Coweta County and Coweta County Water and Sewerage Authority	June 6, 2007 – June 5, 2057
IGA for Wastewater Handling and Treatment	Coweta County and Coweta County Water and Sewerage Authority	April 12, 2016 – April 11, 2066
Inter-Governmental Sales Agreement	Newnan Utilities and Coweta County Water and Sewerage Authority	March 9, 2016
Inter-Government Contract for Wastewater Services	Town of Turin and Newnan Utilities (CCWSA successor)	April 21, 2009

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

None

7. Person completing form: **Shannon Zerangue**

Phone number: 770.254.2601      Date completed: October 20, 2016

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:

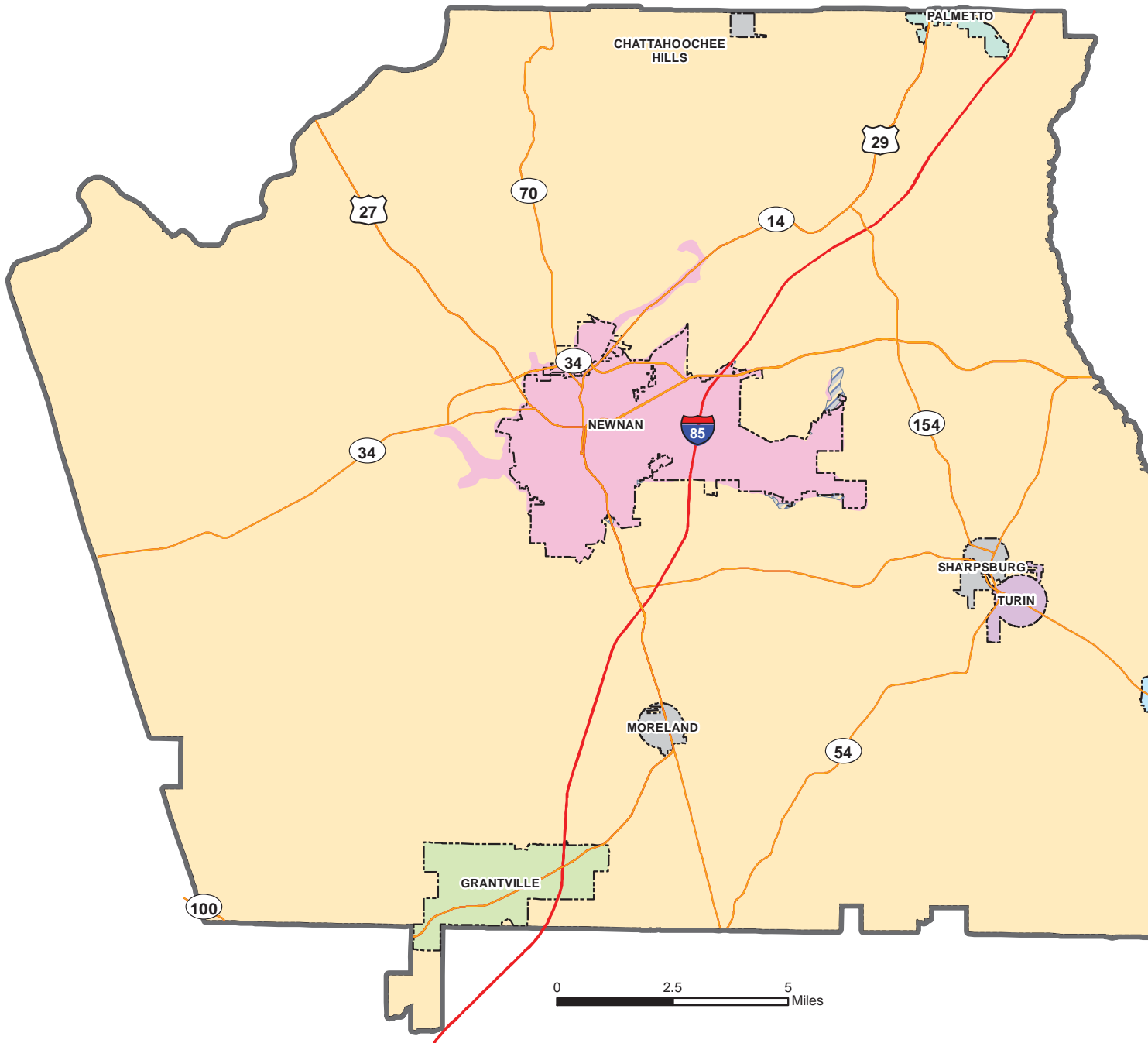
**Michael Fouts, Coweta County Administrator, 770.254.2601**



**Service Delivery Terms:**

The Coweta County Water and Sewerage Authority provides service primarily to industrial and commercial properties within the unincorporated county and to some incorporated areas. The Cities of Grantville, Palmetto, Senoia and Turin provide this service within their respective boundaries. Newnan Utilities provides this service to the City of Newnan and in unincorporated areas with Council approval, including certain residential users with easements of record located outside the Newnan city limits. Ownership of decentralized systems privately developed to service residential and commercial users in the unincorporated county will be transferred by negotiated agreements to the Coweta County Water and Sewerage Authority or a public service provider.

Both the Coweta County Water and Sewerage Authority and Newnan Utilities are funded by rate payers. Thus, overlapping service areas do not result in tax inequities. Service provided by the Coweta County Water and Sewerage Authority within incorporated areas is minimal. Service provided by Newnan Utilities within unincorporated areas is minimal. Newnan Utilities began providing services prior to the existence of the Coweta County Water and Sewerage Authority, and some of the original infrastructure extends outside of the municipal boundaries of the City of Newnan. Also, both the City of Newnan and the City of Senoia have annexed properties over the years that included Coweta County Water and Sewerage Authority infrastructure. There have also been instances in which it was more cost effective for Newnan Utilities to provide service to an adjacent unincorporated area due to the proximity and accessibility of its infrastructure versus that of the Coweta County Water and Sewerage Authority.



**SERVICE: SEWAGE COLLECTION & DISPOSAL**

COWETA COUNTY SERVICE AREA	NEWNAN SERVICE AREA	COWETA AND NEWNAN SERVICE AREA
GRANTVILLE SERVICE AREA	SENOIA SERVICE AREA	SERVICE NOT PROVIDED
TURIN SERVICE AREA	MUNICIPALITIES	COUNTY BOUNDARY
PALMETTO SERVICE AREA		

**Disclaimer:**  
The service area boundaries shown on this map. Anyone at the time of delivery must validate the designated contents.

## INTER-GOVERNMENTAL SALES AGREEMENT

This Sales Agreement made and entered into this 9<sup>th</sup> day of March, 2016, by and between the Newnan Water, Sewer and Light Commission (d/b/a Newnan Utilities) of the City of Newnan, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter "Newnan Utilities") and the Coweta County Water and Sewerage Authority, a political subdivision of the State of Georgia (hereinafter "CCWSA").

It is hereby agreed that Newnan Utilities will sell to CCWSA all decentralized wastewater systems currently owned and operated by Newnan Utilities to CCWSA and that Newnan Utilities shall not serve sewer to any new customers outside of the City of Newnan city limits, unless agreed upon by Newnan Utilities and CCWSA. No prior sewer agreements between Newnan Utilities and CCWSA are affected by this document

The systems currently owned and maintained by Newnan Utilities are as follows:

- The Oaks at Turin
- Blalock Lakes
- Coweta Crossroads Shopping Center
- Crossroads Church

CCWSA agrees to pay Newnan Utilities the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) a year, due one (1) month after signing of this agreement and payable yearly ending five (5) years from said date of this agreement as long as the above-referenced systems are operational. The total of said payments will be One Hundred Thousand and 00/100 Dollars (\$100,000.00).

Newnan Utilities agrees to sell to CCWSA certain inventory in its possession used to maintain said decentralized wastewater systems. CCWSA agrees to purchase the inventory attached as Exhibit "A" for the price of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00), payable in two (2) installments of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) each with the first payment due by February 1, 2016 and the second payable on or before February 1, 2017.

Under the sale of the decentralized systems to CCWSA, Newnan Utilities agrees to train and assist CCWSA as needed for any decentralized systems (new and existing) for a period of five (5) years from the sale that CCWSA is associated with. Newnan Utilities agrees to provide CCWSA all engineering reports, memorandums, documents, etc., soil analysis and reports, and any and all other information for the construction and development of a decentralized sewer systems for the Happy Valley Development Corporation.

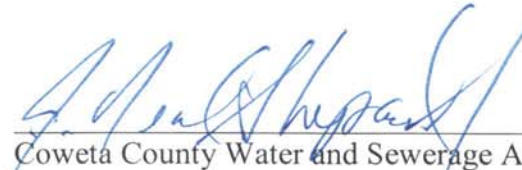
Attached as Exhibit "B" are all developer contracts for the systems that Newnan Utilities currently owns and by this Agreement is selling to CCWSA.

This Agreement may be changed or modified only upon agreement of the parties in writing. Any such changes shall be in writing which writing shall sufficiently refer to this Agreement, and shall be signed by authorized officers of the parties.

IN WITNESS WHEREOF, the Parties have executed this Sales Agreement on the day and year first above written.



\_\_\_\_\_  
Newnan Water, Sewer and Light Commission  
By: Bobby Lee, Chairman



\_\_\_\_\_  
Coweta County Water and Sewerage Authority  
By: J. Neal Shephard, Jr., Chairman

ATTEST:



\_\_\_\_\_  
Jeff Phillips, Secretary

ATTEST:



\_\_\_\_\_  
Laurie J. Bartlett, Secretary

**STOCK STATUS REPORT**

Newnan Utilities  
 Inventory Control

**EXHIBIT A**

**7 PAGES**

Ranges: From: To: From: To:  
 Item Number: D00001 D99999  
 Item Description: First Last  
 Item Generic: First Last  
 Bin: First Last  
 Account Number: From: - -  
 To: - -

Sorted By: Item Number

Include Items With Zero Quantities: No  
 Include Items With Negative Quantities: Yes  
 Include Serial/Lot Numbers: No

Item Number:	D00002		Item Description:	2" IPS DR17 HDPE			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0.0	0.0	0.0	2,975.0	0.0	\$0.5184	\$1,542.24

Item Number:	D00003		Item Description:	3" IPS DR17 HDPE			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0.0	0.0	0.0	1,090.0	0.0	\$0.9400	\$1,024.60

Item Number:	D00005		Item Description:	6" IPS DR17 HDPE			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0.0	0.0	0.0	470.0	0.0	\$3.2500	\$1,527.50

Item Number:	D00006		Item Description:	Septic Chambers			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	99	0	\$16.0735	\$1,591.28

Item Number:	D00008		Item Description:	1 1/4" IPS Comp Ball & Check Valve			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	23	0	\$94.0000	\$2,162.00

Item Number:	D00011		Item Description:	1 1/4" IPS DR11 HDPE			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0.0	0.0	0.0	900.0	0.0	\$0.7222	\$649.98

Item Number:	D00014		Item Description:	3" IPS DR17 Tee			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	8	0	\$11.0000	\$88.00

Item Number:	D00015		Item Description:	4" X 2" IPS DR17 HDPE Fab Tee			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	5	0	\$28.0000	\$140.00

Item Number:	D00017		Item Description:	4" IPS DR17 HDPE Molded tee			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	7	0	\$19.0000	\$133.00

Item Number:	D00020		Item Description:	3"X 2" IPS DR17 HDPE Concentric Reducer			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	14	0	\$8.6500	\$121.10

Item Number:	D00022		Item Description:	4"X 2" IPS DR17 HDPE Concentric Reducer			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	2	0	\$19.0000	\$38.00

Item Number:	D00023		Item Description:	6"X 4" IPS DR17 HDPE Concentric Reducer			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	4	0	\$22.2500	\$89.00

Item Number:	D00025		Item Description:	3" IPS DR17 HDPE Molded 90			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	6	0	\$16.8600	\$101.16

Item Number:	D00026		Item Description:	4" IPS DR17 HDPE Molded 90			
	Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated	Current Cost	Inventory Value
	0	0	0	3	0	\$12.5000	\$37.50

**STOCK STATUS REPORT**  
 Newnan Utilities

<b>Item Number:</b> D00027	<b>Item Description:</b> 6" IPS DR17 HDPE Molded 90							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	5	0	\$35.7500	\$178.75		
<b>Item Number:</b> D00029	<b>Item Description:</b> 6"X3" IPS DR17 Mid Tee							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	4	0	\$68.0000	\$272.00		
<b>Item Number:</b> D00030	<b>Item Description:</b> 4"X3" IPS DR17 Conc Red							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	3	0	\$11.0000	\$33.00		
<b>Item Number:</b> D00032	<b>Item Description:</b> 4" Gate Valve							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	1	0	\$140.0000	\$140.00		
<b>Item Number:</b> D00033	<b>Item Description:</b> 6" Gate Valve							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	3	0	\$304.0000	\$912.00		
<b>Item Number:</b> D00034	<b>Item Description:</b> 2" Gate Valve							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	3	0	\$186.0000	\$558.00		
<b>Item Number:</b> D00035	<b>Item Description:</b> 3" Gate Valve							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	3	0	\$231.0000	\$693.00		
<b>Item Number:</b> D00045	<b>Item Description:</b> 2" Cap							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	8	0	\$5.9500	\$47.60		
<b>Item Number:</b> D00046	<b>Item Description:</b> 4" Cap							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	2	0	\$2.3900	\$4.78		
<b>Item Number:</b> D00047	<b>Item Description:</b> 2" Tee							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	8	0	\$12.0000	\$96.00		
<b>Item Number:</b> D00050	<b>Item Description:</b> 6" Cap							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	5	0	\$26.0000	\$130.00		
<b>Item Number:</b> D00051	<b>Item Description:</b> 2"X1 1/4" HDPE Tap Tee							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	4	0	\$26.0500	\$104.20		
<b>Item Number:</b> D00052	<b>Item Description:</b> 3"X1 1/4" HDPE Tap Tee							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	14	0	\$24.5000	\$343.00		
<b>Item Number:</b> D00053	<b>Item Description:</b> 4"X1 1/4" HDPE Tap Tee							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	19	0	\$24.5000	\$465.50		
<b>Item Number:</b> D00054	<b>Item Description:</b> 6"X1 1/4" HDPE Tap Tee							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	9	0	\$24.5000	\$220.50		
<b>Item Number:</b> D00055	<b>Item Description:</b> 1 1/2" Stab Coupling							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	10	0	\$49.0000	\$490.00		
<b>Item Number:</b> D00056	<b>Item Description:</b> 2" Stab Coupling							
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>		
0	0	0	6	0	\$54.0000	\$324.00		

**STOCK STATUS REPORT**  
 Newnan Utilities

<b>Item Number:</b> D00057	<b>Item Description:</b> 3"X1000' Green Non-Matallic Tape						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	6	0	\$48.0000	\$288.00	
<b>Item Number:</b> D00060	<b>Item Description:</b> Septic Chamber End Caps						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	10	0	\$7.5000	\$75.00	
<b>Item Number:</b> D00062	<b>Item Description:</b> 2" DR-17 Fusion 90 D Ell						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	8	0	\$5.9500	\$47.60	
<b>Item Number:</b> D00063	<b>Item Description:</b> 3" Fusion Caps						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	8	0	\$7.9500	\$63.60	
<b>Item Number:</b> D00064	<b>Item Description:</b> Copperhead Connector 90120						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	74	0	\$4.5000	\$333.00	
<b>Item Number:</b> D00065	<b>Item Description:</b> 2" IPS DR11 MJ Adpt W/Kit 144306						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	6	0	\$110.0000	\$660.00	
<b>Item Number:</b> D00066	<b>Item Description:</b> 3" IPS DR11 MJ Adpt W/Kit 119177						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	6	0	\$115.0000	\$690.00	
<b>Item Number:</b> D00067	<b>Item Description:</b> 2" IPS HDPE Trans. Fitting						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	17	0	\$26.0417	\$442.71	
<b>Item Number:</b> D00068	<b>Item Description:</b> 8" Auger J25996CAB.2						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	24	0	\$14.3000	\$343.20	
<b>Item Number:</b> D00069	<b>Item Description:</b> 3/4" x 7" Rod for Auger						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	16	0	\$18.6000	\$297.60	
<b>Item Number:</b> D00072	<b>Item Description:</b> 1-1/2" Sch.40 ell						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	33	0	\$0.4300	\$14.19	
<b>Item Number:</b> D00074	<b>Item Description:</b> 2" Sch.40 Union SxS						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	176	0	\$7.4000	\$1,302.40	
<b>Item Number:</b> D00075	<b>Item Description:</b> 2" Sch.40 Tee						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	25	0	\$0.9600	\$24.00	
<b>Item Number:</b> D00077	<b>Item Description:</b> 2"x1-1/2" Sch.40 Red Coup						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	11	0	\$1.1700	\$12.87	
<b>Item Number:</b> D00078	<b>Item Description:</b> 1-1/2" Sch.40 Tee						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	2	0	\$0.4700	\$0.94	
<b>Item Number:</b> D00079	<b>Item Description:</b> 2" Sch.40 45 Ell						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	3	0	\$0.7700	\$2.31	
<b>Item Number:</b> D00080	<b>Item Description:</b> 2" Sch.40 22-1/2 Ell						
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>	
0	0	0	3	0	\$1.3000	\$3.90	

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<b>Item Number:</b> D00082		<b>Item Description:</b> 3" Sch.40 Union					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	1	0	\$16.5500	\$16.55	
<b>Item Number:</b> D00085		<b>Item Description:</b> 2" Sch.40 Threaded Union					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	27	0	\$8.1171	\$219.16	
<b>Item Number:</b> D00088		<b>Item Description:</b> 3" Sch.40 Pipe					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0.0	0.0	0.0	440.0	0.0	\$1.1600	\$510.40	
<b>Item Number:</b> D00091		<b>Item Description:</b> 4" IPS SDR11 MJ Adpt Kit #115168					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	6	0	\$125.0000	\$750.00	
<b>Item Number:</b> D00092		<b>Item Description:</b> 6" IPS SDR-11 MJ Adpt. Kit #106412					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	3	0	\$135.6667	\$407.00	
<b>Item Number:</b> D00093		<b>Item Description:</b> 6" SDR11 22.5 HDPE Bend					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	8	0	\$38.0000	\$304.00	
<b>Item Number:</b> D00094		<b>Item Description:</b> 6" SDR11 45 Degree HDPE Bend					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	8	0	\$38.0000	\$304.00	
<b>Item Number:</b> D00097		<b>Item Description:</b> 3" Sch.40 22 1/2 Bend					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	17	0	\$5.2400	\$89.08	
<b>Item Number:</b> D00098		<b>Item Description:</b> 3" Sch.40 45 Bend					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	33	0	\$3.6700	\$121.11	
<b>Item Number:</b> D00099		<b>Item Description:</b> 3" Sch.40 90 Bend					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	7	0	\$2.8300	\$19.81	
<b>Item Number:</b> D00108		<b>Item Description:</b> 3" IPS Flg Adpt					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	4	0	\$21.0000	\$84.00	
<b>Item Number:</b> D00109		<b>Item Description:</b> 3" IPS Back Up Ring					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	4	0	\$11.0000	\$44.00	
<b>Item Number:</b> D00110		<b>Item Description:</b> 3" 150# HDPE BNG Set					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	5	0	\$5.5500	\$27.75	
<b>Item Number:</b> D00111		<b>Item Description:</b> 1-1/4" IPS HDPE Trans. Fitting					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	9	0	\$19.6300	\$176.67	
<b>Item Number:</b> D00112		<b>Item Description:</b> 8" pvc sch.40 pipe					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0.0	0.0	0.0	40.0	0.0	\$4.9960	\$199.84	
<b>Item Number:</b> D00113		<b>Item Description:</b> 8" pvc cap					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	4	0	\$19.9800	\$79.92	
<b>Item Number:</b> D00114		<b>Item Description:</b> 8" pvc coupling					
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	6	0	\$22.0433	\$132.26	



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<b>Item Number:</b> D00115	<b>Item Description:</b> 18/3 Shielded Tray Cable VNTC1803SBK-R-BL						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0.0	0.0	0.0	800.0	0.0	\$0.2050	\$164.00	
<b>Item Number:</b> D00118	<b>Item Description:</b> 1 1/4" Stab Coupling						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	8	0	\$50.0000	\$400.00	
<b>Item Number:</b> D00119	<b>Item Description:</b> Disconnect 60A 240 Pull Out TFN60R						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	8	0	\$9.2500	\$74.00	
<b>Item Number:</b> D00120	<b>Item Description:</b> 6x4 Eccentric Reducing Coup.#429-532FE						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	2	0	\$28.8000	\$57.60	
<b>Item Number:</b> D00121	<b>Item Description:</b> 6x4 sch40 Reducer						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	1	0	\$12.0000	\$12.00	
<b>Item Number:</b> D00122	<b>Item Description:</b> 1" sch 40 ball valve						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	3	0	\$1.5600	\$4.68	
<b>Item Number:</b> D00123	<b>Item Description:</b> 1 1/4" sch 40 ball valve						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	7	0	\$2.3400	\$16.38	
<b>Item Number:</b> D00124	<b>Item Description:</b> 1 1/2 sch 40 ball valve						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	4	0	\$2.8700	\$11.48	
<b>Item Number:</b> D00125	<b>Item Description:</b> 1" sch 40 check valve						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	10	0	\$9.6800	\$96.80	
<b>Item Number:</b> D00126	<b>Item Description:</b> 1 1/2" SCH 40 CHECK VALVE						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	2	0	\$11.0400	\$22.08	
<b>Item Number:</b> D00127	<b>Item Description:</b> 2" sch 40 check valve						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	4	0	\$15.5500	\$62.20	
<b>Item Number:</b> D00129	<b>Item Description:</b> 1 1/4" sch 40 male adpt						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	21	0	\$0.3400	\$7.14	
<b>Item Number:</b> D00130	<b>Item Description:</b> 1 1/2" sch 40 male adpt						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	24	0	\$0.3900	\$9.36	
<b>Item Number:</b> D00131	<b>Item Description:</b> 2" sch 40 male adpt						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	16	0	\$0.4485	\$7.18	
<b>Item Number:</b> D00132	<b>Item Description:</b> 1" sch 40 female adpt						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	13	0	\$0.2200	\$2.86	
<b>Item Number:</b> D00133	<b>Item Description:</b> 1 1/4" sch 40 female adpt						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	22	0	\$0.3300	\$7.26	
<b>Item Number:</b> D00134	<b>Item Description:</b> 1 1/2" sch 40 female adpt						
<u>Qty Back Ordered</u>	<u>Qty On Order</u>	<u>Qty Requisitioned</u>	<u>Qty On Hand</u>	<u>Qty Allocated</u>	<u>Current Cost</u>	<u>Inventory Value</u>	
0	0	0	35	0	\$0.4400	\$15.40	

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<b>Item Number:</b> D00135	<b>Item Description:</b> 2" sch 40 female adpt							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	8	0	\$0.4067	\$3.25		
<b>Item Number:</b> D00142	<b>Item Description:</b> 1 1/4 Bulkhead Fitting							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	6	0	\$21.1000	\$126.60		
<b>Item Number:</b> D00143	<b>Item Description:</b> 1 1/2 Bulkhead Fitting							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	6	0	\$23.2000	\$139.20		
<b>Item Number:</b> D00144	<b>Item Description:</b> 2 Bulkhead Fitting							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	5	0	\$34.3500	\$171.75		
<b>Item Number:</b> D00146	<b>Item Description:</b> 300 Gal Septic Tank ST-300-1P							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	1	0	\$372.0000	\$372.00		
<b>Item Number:</b> D00149	<b>Item Description:</b> Control Panel AMF1013DRU1-NU-1							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	6	0	\$421.4422	\$2,528.65		
<b>Item Number:</b> D00150	<b>Item Description:</b> Control Switch 7025 Float							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	8	0	\$67.6144	\$540.92		
<b>Item Number:</b> D00151	<b>Item Description:</b> Polylok Lid 3008HD							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	6	0	\$59.0000	\$354.00		
<b>Item Number:</b> D00152	<b>Item Description:</b> Polylok Flange 3009ARC							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	12	0	\$62.1073	\$745.29		
<b>Item Number:</b> D00153	<b>Item Description:</b> 24" Double wall pipe							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0.0	0.0	0.0	10.0	0.0	\$21.8000	\$218.00		
<b>Item Number:</b> D00154	<b>Item Description:</b> 12" Risers FRALO							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	7	0	\$45.0456	\$315.32		
<b>Item Number:</b> D00157	<b>Item Description:</b> 1 1/4 " Union Sch 40							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	6	0	\$5.1900	\$31.14		
<b>Item Number:</b> D00159	<b>Item Description:</b> 1 1/4" 90° PVC							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	24	0	\$0.4600	\$11.04		
<b>Item Number:</b> D00160	<b>Item Description:</b> 1 1/4" coupling							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	10	0	\$0.3056	\$3.06		
<b>Item Number:</b> D00162	<b>Item Description:</b> 4" Septic Filter w/ Housing TTEF4COMB							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	2	0	\$17.0000	\$34.00		
<b>Item Number:</b> D00167	<b>Item Description:</b> 2" PVC Coupling							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	54	0	\$0.3459	\$18.68		
<b>Item Number:</b> D00168	<b>Item Description:</b> 6"x4" Bushing							
<b>Qty Back Ordered</b>	<b>Qty On Order</b>	<b>Qty Requisitioned</b>	<b>Qty On Hand</b>	<b>Qty Allocated</b>	<b>Current Cost</b>	<b>Inventory Value</b>		
0	0	0	5	0	\$10.7500	\$53.75		

**STOCK STATUS REPORT**  
 Newnan Utilities

Item Number:	Item Description:						Current Cost	Inventory Value
Qty Back Ordered	Qty On Order	Qty Requisitioned	Qty On Hand	Qty Allocated				
D00170	Hydromatic pump SKHD150 1.5 hp						\$826.3675	\$4,131.84
0	0	0	5	0				
D00171	14/7c VNTC wire						\$0.7500	\$750.00
0.0	0.0	0.0	1,000.0	0.0				
D00172	1 1/2 male x 1 1/4 fem. slip adpt						\$1.3400	\$2.68
0	0	0	2	0				
D00173	Bio-Clear Pump 1DS0511						\$534.1600	\$3,739.12
0	0	0	7	0				
D00174	3" DR11 MIP Trans fitting						\$43.8800	\$614.32
0	0	0	14	0				
D00175	Brass 3"x 2" Brass Bell Reducer						\$45.3500	\$544.20
0	0	0	12	0				

	<u>Items</u>	<u>Inventory Value</u>
<b>Grand Totals:</b>	<b>105</b>	<b>\$38,763.79</b>

**INTER - GOVERNMENT CONTRACT FOR WASTEWATER SERVICES**

This agreement made and entered into this 21<sup>st</sup> day of April 2009, by and between the Water, Sewer and Light Commission (Newnan Utilities) of the City of Newnan, a municipal Organization organized and existing under the laws of the State of Georgia, and the Town of Turin a municipal organization organized and existing under the laws of the State of Georgia hereby enter into an Inter-Governmental contract whereby Newnan Utilities will operate the decentralized wastewater system for the subdivision of Turin Oaks located within the Town of Turin. Said agreement is memorialized in the attached Exhibit "A" titled Newnan Utilities / Town of Turin Wastewater System Agreement.

In Witness thereof, the parties have executed this contract on the day and year first written above.



Dennis McEntire  
General Manager, Newnan Utilities



Town of Turin

## EXHIBIT "A"

### NEWNAN UTILITIES/TOWN OF TURIN WASTE WATER SYSTEM AGREEMENT

Innovative Waste Water Solutions, a service of Newnan Utilities, hereby enters into an agreement with the Town of Turin to provide waste water services for the Turin Oaks Waste Water System. Newnan Utilities will operate the Decentralized Waste Water System for the Sub-division of Turin Oaks. This System was installed by a private developer, and has an estimated capacity of twenty seven thousand five hundred (27,500) mgd. The System consists of a gravity collection system for approximately seventy (70) residences, a raw sewage pumping station at the treatment plant, and a sub-surface land application system for treated waste water disposal.

Innovate Waste Water Solutions will follow the Newnan Utilities Decentralized Waste Water model. Newnan Utilities will assume total responsibility for the operation, maintenance, and replacement of the system. Additionally, Newnan Utilities would set rates.

#### **Newnan Utilities will provide the following additional tasks:**

1. Collect all data required to complete monthly monitoring reports for the Georgia EPD.
2. Perform necessary laboratory analysis required for monitoring reports.
3. Submit complete monitoring reports to the Georgia EPD.
4. Perform any operations required for the treatment and disposal system, i.e., switching disposal fields.
5. A Class III waste water operator will be provided to complete the above tasks.
6. Monitor the site via SCADA, and respond to all alarms.
7. Enter the site as needed for all operation, monitoring and maintenance of the system.
8. Set waste water rates, including one time fees and establish monthly fees and other charges.
9. Modify rates and charges on an "as needed" basis to comply with Georgia EPD requirements.
10. Pay for power consumption of the pump station, and treatment and disposal systems.

11. Provide three percent (3%) of all monthly revenues to the Town of Turin.

**The Town of Turin will be responsible for the following:**

1. All invoicing of customers to be included with their monthly Town water bill.
2. The Town of Turin will forward to Newnan Utilities the amount of \$40.80 per customer per month in one monthly payment within ten (10) days of customer billing. The Town of Turin is permitted to add up to five percent (5%) above the current Newnan Utility rate to the customer bill. *Bill in structure*
3. Pass all ordinances required for Newnan Utilities to modify rates and charges, including capitol projects to comply with Georgia EPD requirements.
4. Provide proof of system ownership transferred to Newnan Utilities.
5. Transfer EPD permits to Newnan Utilities.

*19(?) x  
40.80  
\$775.20  
/ month*

Newnan Utilities, through Innovative Waste Water Solutions, will maintain all revenue from the operation maintenance and management of this system with the exception of three percent (3%) of all monthly revenue to be allocated to the Town of Turin.

**Requirements:**

1. The Town of Turin has full ownership of the Turin Oaks Treatment System prior to Newnan Utilities taking possession of the system. *transfer to turin ownership*
2. Newnan Utilities requires that the Turin Oaks Treatment System was designed, permitted and constructed in accordance with all Town, county, state, and federal rules and regulations. If this is not the case, then Newnan Utilities will not be responsible for any upgrades, suits, or actions taken due to these failures.
3. Newnan Utilities requires that the treatment plant be permitted by the Georgia EPD General Land Application System Permit for Large Community Systems, and that a Class III operator visiting the site once a month (if SCADA is provided), satisfies the operational requirement.
4. Newnan Utilities requires that SCADA is provided and functioning properly. *- transfer this to NU*
5. Newnan Utilities requires that base line ground water samples were taken prior to operation of the system, and that those base line analysis are available to Newnan Utilities.

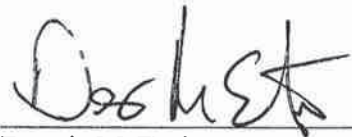
6. Newnan Utilities requires that Georgia EPD Operations and Maintenance Manual is available. O + M
7. Newnan Utilities requires that all taps on the system, whether done by the Town of Turin or Newnan Utilities, will be inspected and leak proof prior to taking over the system.
8. Newnan Utilities will not permit any persons other than those having units within the Turin Oaks Subdivision to connect to or use the System without the express written approval of the Town of Turin.

If the Town of Turin fails to pay Newnan Utilities under this Agreement, Newnan Utilities shall have the right to begin invoicing and any collection procedures necessary of individual accounts.

If the waste water system fails to meet any of the above requirements, all costs to rectify any of these requirements will be paid by the Town of Turin.

In the event that this Agreement is terminated for any reason, all sums owed to Newnan Utilities will be paid within forty-five (45) days of the date of termination. In addition, Newnan Utilities will cause ownership of the System to be transferred back to the Town of Turin in the event of termination.

So agreed this 21<sup>ST</sup> day of April, 2009.



Dennis McEntire  
General Manager, Newnan Utilities



Town of Turin

AGREEMENT

STATE OF GEORGIA  
COUNTY OF COWETA

THIS AGREEMENT entered into this 16<sup>th</sup> day of JUNE, 2007, between the COWETA COUNTY WATER AND SEWERAGE AUTHORITY (hereinafter the "AUTHORITY" and COWETA COUNTY, GEORGIA (hereinafter the "COUNTY").

WHEREAS, the COUNTY is desirous of the AUTHORITY operating and maintaining the County's water and sewer system, as well as making future improvements to said water and sewer system and constructing additions thereto; and

WHEREAS, the AUTHORITY is willing to operate and maintain the County's water and sewer system, as well as make future improvements to said water and sewer system and construct additions thereto; and

WHEREAS, the AUTHORITY has the power and is authorized to operate a water and sewer system and to provide said services pursuant to the Ga. Laws 1979, p. 4447, as amended.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, paid in hand to the AUTHORITY, and in further consideration of the benefits flowing to and between the COUNTY and the AUTHORITY and of the covenants and agreements contained herein, the parties agree as follows:



1. Existing System. The AUTHORITY shall operate and maintain the existing water and sewer system of the COUNTY and assume full responsibility therefore.

2. Improvements. The AUTHORITY shall make improvements to the water and sewer system of the COUNTY from time to time when it deems necessary or appropriate.

3. Employee Benefits. All personnel of the County who currently work in the Coweta County Water Department shall become employees of the AUTHORITY. The AUTHORITY shall be responsible for the hiring, firing, supervision, compensating and managing (including but not limited to promoting and demoting) of said employees. AUTHORITY benefits shall be substantially similar to the benefits currently offered by the County.

a. Pension. The AUTHORITY employees who are currently enrolled in the COUNTY's Defined Benefit Pension Plan (the "DB" plan) shall continue to be enrolled in the plan. The AUTHORITY shall be responsible for its pro-rata share of the costs of the plan based on the number of its employees enrolled in said plan. The AUTHORITY employees who are enrolled in the Deferred Compensation Plan ("DC" plan) shall be transferred to a similar plan maintained and overseen by the AUTHORITY.

b. Health Insurance. The COUNTY will allow AUTHORITY employees to participate in the COUNTY's self-insurance pool and to be insured through the COUNTY's self-insurance pool. The AUTHORITY shall pay

its pro-rata share of the costs for its employees participating in the COUNTY's self-insurance pool calculated by the number of employees enrolled in the plan.

- c. Personnel Policies. The AUTHORITY shall be responsible for implementing and maintaining personnel policies applicable to all of its employees. Said personnel policies shall cover all aspects of employment with the AUTHORITY and comply with all state and federal laws and regulations.
- d. Worker's Compensation. The COUNTY shall provide worker's compensation coverage to the AUTHORITY through the COUNTY's plan. The AUTHORITY shall pay its pro-rata share of costs for such plan.
- e. Unemployment Insurance. The COUNTY shall provide unemployment insurance to the AUTHORITY. The AUTHORITY shall pay its pro-rata share of costs for such insurance.

4. Vehicle Maintenance. The COUNTY shall provide vehicle maintenance for AUTHORITY vehicles for body maintenance, minor engine maintenance and radio maintenance and the AUTHORITY shall make payment to the COUNTY therefore. The COUNTY shall perform such maintenance upon the request of the AUTHORITY through work orders. AUTHORITY shall have the right to use other means to repair and maintain its vehicles if it so chooses.

5. Fueling. AUTHORITY shall be authorized to use COUNTY fuel for AUTHORITY vehicles and the AUTHORITY shall make payment to the COUNTY for said fuel. The COUNTY shall invoice the AUTHORITY for such usage.

6. Implementation of Service Usage Policies. AUTHORITY shall not enter into any agreements, without the COUNTY's approval, to provide for sewer or wastewater service for any residential use.

7. Information and Technology Services. The COUNTY shall provide for computer software, hardware, information and technology service through the COUNTY's IT Department upon request of the AUTHORITY. AUTHORITY shall be billed for any requested services.

8. Building Maintenance. The COUNTY shall provide for the repair and maintenance of the AUTHORITY's buildings if requested. Any repairs or maintenance shall be completed by a work order and be paid for by the AUTHORITY. Lawn and Landscaping maintenance shall be provided by the AUTHORITY.

9. Inmate Labor. The AUTHORITY grants the COUNTY the permission to use inmate labor where the COUNTY deems appropriate to provide for the services set forth in this Agreement.

10. Existing Contracts, Agreements or Memorandums of Understanding. The COUNTY has entered into water service and purchase contracts attached hereto as Exhibit "B". The COUNTY hereby assigns its rights and obligations in all contracts to the AUTHORITY. Both the COUNTY and the AUTHORITY agree to execute any additional documents required to comply with the provisions contained in this Paragraph. COUNTY and AUTHORITY acknowledge that one or more of these contacts may not be assignable under its terms and in such case, COUNTY and AUTHORITY shall jointly determine whether said contract should be terminated or re-negotiated. The AUTHORITY will not enter into any agreements or otherwise commit to provide

services to any properties annexed or proposed to be annexed into any municipality or outside Coweta County boundaries without prior consent of the County.

11. Title and Possession of Property, Buildings and Fixtures. The COUNTY hereby transfers and conveys the real property listed in attached Exhibit "C" to the AUTHORITY. The COUNTY agrees to execute any documents necessary to effectuate this transfer. The COUNTY hereby abandons to the AUTHORITY any personal property, including any fixtures, located in and on the Water Department property at 230 East Newnan Road. AUTHORITY agrees to not dispose of any real property containing 10 or more acres without prior consent of the COUNTY.

12. Debt. The AUTHORITY shall not incur any debt without COUNTY's approval unless AUTHORITY has sufficient collateral to fully and completely satisfy the debt obligation to the creditor(s). The AUTHORITY shall not incur any obligation that would result in a general obligation debt of the COUNTY without the consent of the COUNTY.

13. Property and Liability Insurance. The COUNTY shall provide the AUTHORITY with property and liability coverage under its policy. The AUTHORITY shall be responsible for its pro-rata share of the costs for such insurance.

14. Expansion of Services. The AUTHORITY shall not seek local legislation or otherwise expand its services into other utilities without the consent of the COUNTY.

15. Amendments. This agreement may be amended at any time only by written consent of both parties.

This Agreement is binding upon both WATER AUTHORITY and COWETA COUNTY, GEORGIA and their successors and assigns.

This contract shall remain in force for a period of fifty (50) years unless lawfully extended by agreement of the parties.

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

COWETA COUNTY WATER AND SEWERAGE AUTHORITY

By: [Signature]  
Chairman

Attest: Mary Ann Sullivan  
Secretary

[Signature]  
Witness

Wanda Norris  
Notary Public, State of Georgia  
My Commission Expires:



COWETA COUNTY, GEORGIA  
By: [Signature]  
Chairman, Coweta County Commission

Attest: Shannon Zerangue  
Clerk

Rexie H Clark  
Witness

Shannon J. Zerangue  
Notary Public, State of Georgia  
County of Coweta County

My Commission Expires: ~~MY COMMISSION EXPIRES NOV. 28, 2009~~

**INTERGOVERNMENTAL SERVICE AGREEMENT FOR  
WASTEWATER HANDLING AND TREATMENT**

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of April, 2016, by and between Coweta County, Georgia, (hereinafter "the County") and the Coweta County Water and Sewerage Authority (hereinafter "the Water Authority");

**WITNESSETH THAT:**

WHEREAS, in 2006, when the County updated its comprehensive land use plan, the Board of Commissioners of Coweta County determined that limited sewer service was necessary in order to allow higher density development similar to that which would occur in certain zoning classifications; and

WHEREAS, since the existing County sewer system served a very small portion of the County, it was not feasible to extend sewer lines to relatively high density developments. Therefore, it was determined that wastewater services could be provided by decentralized clustered Wastewater Treatment Network Systems ("WTNS"), which are defined as systems that utilize the collection, treatment, and disposal/reuse of wastewater at or near the point of wastewater generation; and

WHEREAS, the Board of Commissioners determined that such WTNS must be properly designed and installed and subsequently managed by a responsible management entity, which has the technical, managerial and financial ability to operate such WTNS in compliance with the regulations set forth by the Georgia Department of Natural Resources, Environmental Protection Division and other applicable State and Federal Laws; and

WHEREAS, on May 23, 2006, the County entered into an agreement with Newnan Water, Sewerage and Light Commission to install and operate approved WTNS exclusively in the County; and

WHEREAS, Newnan Water, Sewerage and Light Commission has determined that it no longer desires to install, operate and maintain WTNS, and

WHEREAS, the Water Authority currently provides water and wastewater service in unincorporated areas of the County; and

WHEREAS, in light of its experience and relationship with the County, and its ability to address this need in the future, the Water Authority has agreed to assume full responsibility for the design, installation, ownership and operation of all existing WTNS and for all new developments which the County approves that require WTNS; and

WHEREAS, the County has determined that it is in the best interest of the residents of Coweta County to enter into this Service Contract with the Water Authority, requiring the Water Authority to provide the described services in all areas where such WTNS are approved by the County; and

WHEREAS, Georgia law allows the County and the Water Authority to enter agreements pursuant to Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, to provide for water and sewer services to the public in this manner for the period and on the terms set forth herein.

**NOW THEREFORE**, the parties agree as follows:

1. **Project Approval.** The County shall have the sole authority to approve the location and scope of any new developments or expansions of existing developments which utilize or request to utilize decentralized wastewater treatment technology pursuant to County's planning and zoning process. In the event that the County approves a project which will require decentralized wastewater treatment, the developer or land owner shall be required to contract with the Water Authority in order to meet the wastewater needs of the approved project. The Water Authority agrees to oversee all aspects of the permitting process pursuant to all applicable laws and regulations including Georgia Environmental Protection Department regulations, and shall approve and implement only wastewater technology that meets state and federal regulations, and which in its opinion is suitable for use within the County. The County shall receive copies of all wastewater permits issued to the Water Authority and shall also receive copies of as-built plans upon completion of the network. Once approved by County, the Water Authority shall not expand or change service to the development. Moreover, the Water Authority may not assign or transfer its interest in this contract to any other entity without prior approval of the County. During the term of this Contract, any approved WTNS pursuant to this section shall be maintained and operated by the Water Authority in accordance with all current and future applicable State and Federal laws. Nothing in this Intergovernmental Service Agreement shall supersede or be contrary to the agreement entered into June 6, 2007, as amended or restated, between the County and the Water Authority that sets forth the duties and obligations of the parties and expressly prohibits the expansion of sewer service to residential developments without the County's approval.

2. **Authority.** The Water Authority will have complete and sole operational control and management authority for all WTNS constructed pursuant to this agreement. The Water



Authority will operate said WTNS in accordance with Georgia EPD regulations and will implement rules and regulations for the use of said WTNS as defined herein and will charge rates for such services as set by the Board of Directors of the Authority. The Water Authority will own, manage and operate such facilities as a division of its sewer system.

3. **Sole Provider.** So that all such WTNS are managed to the highest standards by a qualified management entity, the Water Authority shall be the sole public or private entity to design, build, own and manage such facilities within the County.

4. **Term.** The term of this Contract shall be effective 4-12, 2016 and shall be effective for a term of fifty (50) years.

5. **First Refusal.** If for any reason the Water Authority desires to sell all of the Wastewater Treatment Network Systems constructed as part of its sewer system pursuant to this agreement, it shall first offer the WTNS to the County setting forth in its offer the terms and condition of such offer. If Water Authority makes such an offer to County, the County shall have one hundred and twenty (120) days after written notice within which to negotiate with Water Authority for the sale of the WTNS to Coweta County. If no mutually acceptable terms are negotiated within one hundred and twenty (120) days after the offer, the Water Authority shall be free to sell such WTNS to any other purchaser or purchasers on terms and conditions no more favorable than those offered to the County for a period of six (6) months following either the rejection by the County of the offer or the failure of the County to accept the offer within one hundred and twenty (120) days of the time it was made. The purchaser may be required as a condition of approval of the sale by Coweta County to post a bond or other security to guarantee performance and must comply with any and all reasonable conditions imposed by County.

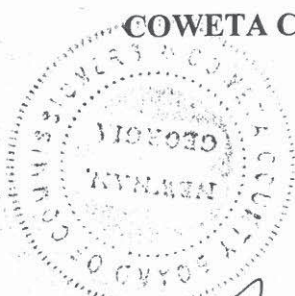
If the County accepts the offer, the purchase shall be completed promptly according to the terms of the offer. The Water Authority agrees that if the County exercises its right to purchase as provided herein, the WTNS, as the case may be, including, without limitation, the pipes, pods, mechanical and electrical equipment in or serving the WTNS and all structural and nonstructural components of the WTNS shall be in good repair and appearance with all components in proper operating condition.

Any such purchaser or purchasers shall be bound by all laws and regulations which apply to the operation and management of such WTNS.

6. **Modification.** This Contract may be changed or modified only upon agreement of the parties in writing. Any such changes shall be in writing which writing shall sufficiently refer to this Contract, and shall be signed by authorized officers of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

**COWETA COUNTY**



By: Jim Lassett  
Chairman

Attest: Shannon Zerangue  
Clerk

**COWETA COUNTY WATER AND SEWERAGE AUTHORITY**

By: [Signature]  
Chairman

Attest: [Signature]  
Secretary



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Solid Waste Management

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Wray, Haralson, Moreland, Newnan, Galmetto, Chattahoochee Hills, Senoia, Sharpsburg, and Turin.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County	General Fund (Insurance Premium Taxes) and fees for service
City of Grantville	General Fund and fees for service
City of Naralson	General Fund and fees for service
City of Moreland	General Fund
City of Pewnan	General Fund and fees for service
City of Halletto	General Fund and fees for service
City of Senoia	General Fund and fees for service
Town of Sharpsburg	General Fund
Town of Turin	General Fund and fees for service

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

The City of Chattahoochee Nills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

Agreement Name	Contracting Party	Effective and Ending Dates
Pone		

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?

Pone

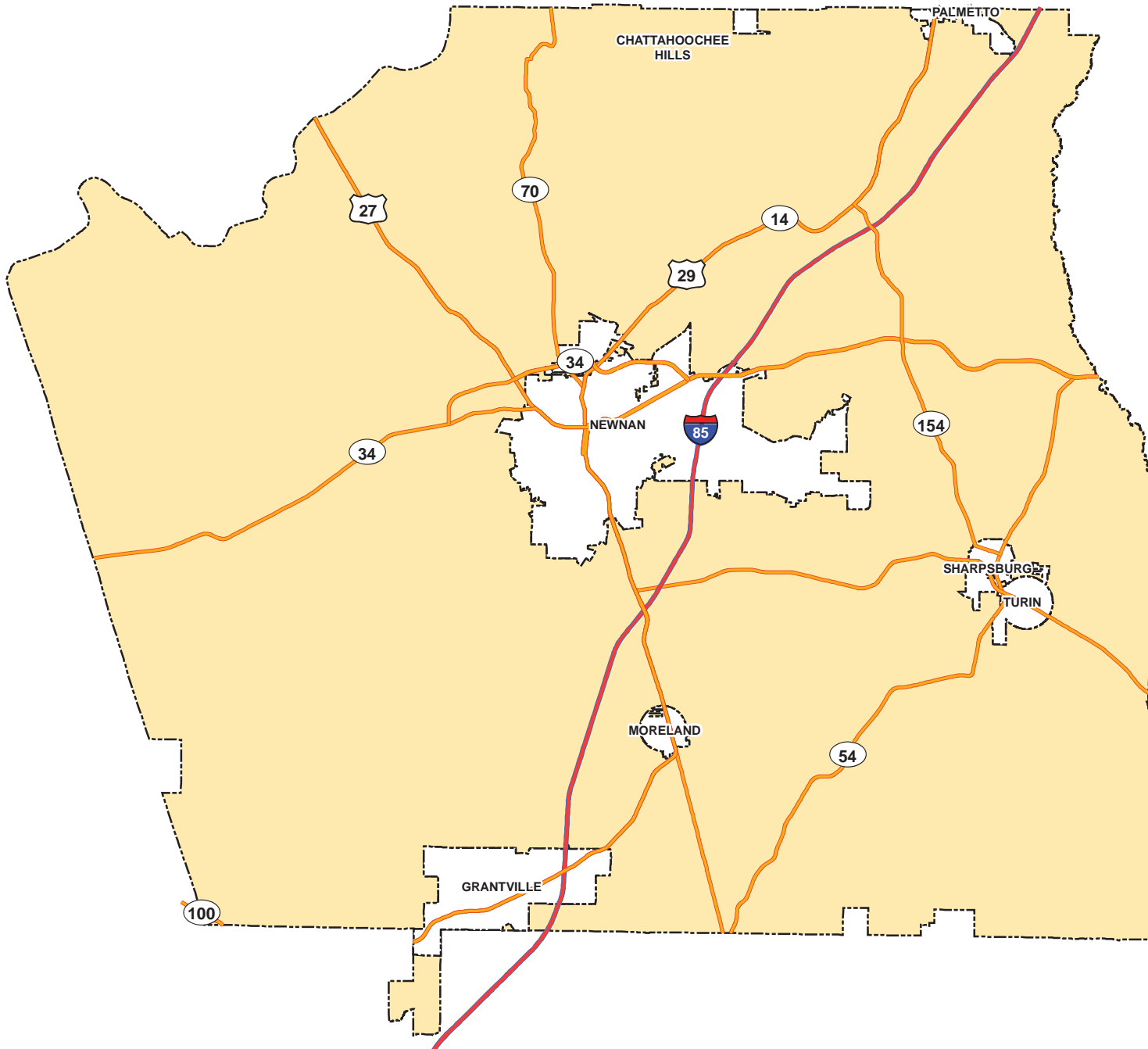
7. Person completing form: **Shannon Zeranbue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Delivery Service Terms:**

Coweta County has established compactor sites throughout the county that all citizens may use by disposing of solid waste in county garbage bags that can be purchased for an established price dispensed at the County Administration Office and various commercial locations. Naralson, Grantville, Moreland, Pewnan, Halletto, Senoia, Sharpsburg, and Turin contract with private operators to provide door to door pickup for their citizens.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** Storm Water Management

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Chattahoochee Hills, Hiram, Marietta, Mableton, Moreland, Newnan, Palmetto, Senoia, Spaldon and Turin**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund (Insurance Premium Taxes)
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund
City of Haralson	General Fund
City of Moreland	General Fund
City of Newnan	General Fund and SPLOST
City of Palmetto	General Fund
City of Senoia	General Fund, Stormwater Utility, and SPLOST
Town of Sharpsburg	General Fund and SPLOST
Town of Turin	General Fund

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

Coweta County does not assess stormwater fees.  
The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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 Party</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

7. Person completing form: **Shannon Zeranbue, County Clerk**  
Phone number: 770.254.2601      Date completed: October 20, 2016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
Each local government provides this service within its own jurisdiction.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: Coweta**

**Service: YTax 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.): **Coweta County**

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

Yes (if Yes, you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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



## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County	General Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last z Dz was produced and is now reflected in this z Dz .

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

Contract Name	Contracting Party	Effective and Ending Dates
Pone		

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?

Pone

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770./ N4./ 601    Date completed: October / 0, / 016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Coweta County provides tax assessment services countywide.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** WAP Collection

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County, Chattahoochee Hills, Marietta, Dalton, Dalton, Moreland, Newnan, Halmetta, Senoia and Sharpsburg**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund
City of Chattahoochee Hills	General Fund
City of Grantville	General Fund
City of Haralson	General Fund
Town of Moreland	General Fund
City of Newnan	General Fund
City of Palmetto	General Fund
City of Senoia	General Fund
Town of Sharpsburg	General Fund

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

City of Newnan entered into an agreement with Coweta County and the Tax Commissioner providing for assessment and collection of City taxes by and through the Tax Commissioner.  
 The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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>
Agreement with JT Ferrell for Tax Collection	City of Grantville and Coweta County and the Tax Commissioner	01/01/2009-01/15/2013 (automatic annual renewal)
Agreement with JT Ferrell for Tax Collection	City of Haralson and Coweta County and the Tax Commissioner	01/01/2009-01/15/2013 (automatic annual renewal)
Agreement with JT Ferrell for Tax Collection	Town of Moreland and Coweta County and the Tax Commissioner	01/01/2009-01/15/2013 (automatic annual renewal)
Agreement with JT Ferrell for Tax Collection	City of Newnan and Coweta County and the Tax Commissioner	08/01/2015 – 08/15/2016 (automatic annual renewal)
Agreement with JT Ferrell for Tax Collection	City of Senoia and Coweta County and the Tax Commissioner	01/01/2009-01/15/2013 (automatic annual renewal)
Agreement with JT Ferrell for Tax Collection	Town of Sharpsburg and Coweta County and the Tax Commissioner	01/01/2009-01/15/2013 (automatic annual renewal)

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

None

7. Person completing form: **Shannon xeranbue, Countg Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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:

**Michael Fouts, Coweta Countg Administrator, 770.254.2601**

**Service Deliverg Terms:**

Coweta County provides tax collection services for the unincorporated county. The Cities of Grantville, Newnan, and Senoia and the Towns of Haralson, Moreland, and Sharpsburg provide for tax collection services through an intergovernmental agreement with the County and the Tax Commissioner. The Cities of Chattahoochee Hills and Palmetto provide tax collection services within their respective municipal boundaries.

AGREEMENT

GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into on this the 21<sup>th</sup> day of July, 2009, between the CITY OF Doraville, GEORGIA, hereinafter referred to as "City," COWETA COUNTY, GEORGIA, hereinafter referred to as "County" and J.T. FERRELL, the duly elected Tax Commissioner of Coweta County, hereinafter referred to as "Commissioner," hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens and property in the City; and

WHEREAS, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the City for this contract to be made providing for assessment and collection of City taxes by and through Commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

1. **TERM.** The agreement shall begin on the first (1<sup>st</sup>) day of January, 2009, and terminate on the fifteenth (15<sup>th</sup>) day of January, 2013. Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of January unless terminated by either of the Parties by written notice.

2. **POWERS.** During the term of this agreement, the Commissioner is empowered to and shall:

- (a) prepare the tax digest for the City for the tax year which such taxes are to be collected;
- (b) based upon the millage rate as fixed and determined by the governing body of the City, levy, assess, and collect all City taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed and collected;
- (c) apply and invoke any remedies, methods, and procedures within the time period as allowed by law.

3. **COMPENSATION.** The City shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each parcel of City real estate on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the City under this Agreement to the Commissioner for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

4. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date hereinabove written.

By: J. T. Ferrell  
J.T. Ferrell, Tax Commissioner

City of Grantville Georgia

Casey Houston  
Mayor

Attest:  
Angela Wheeler  
Clerk

Coweta County, Georgia

Paul K. Pook  
Chairman

Attest:  
Deborah Pike  
Clerk

AGREEMENT

GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into on this the 18<sup>th</sup> day of August, 2009, between the CITY OF HARALSON, GEORGIA, hereinafter referred to as "City," COWETA COUNTY, GEORGIA, hereinafter referred to as "County" and J.T. FERRELL, the duly elected Tax Commissioner of COWETA County, hereinafter referred to as "Commissioner," hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens and property in the City; and

WHEREAS, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the City for this contract to be made providing for assessment and collection of City taxes by and through Commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

1. **TERM.** The agreement shall begin on the first (1<sup>st</sup>) day of January, 2009, and terminate on the fifteenth (15<sup>th</sup>) day of January, 2013. Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of January unless terminated by either of the Parties by written notice.



2. **POWERS.** During the term of this agreement, the Commissioner is empowered to and shall:
  - (a) prepare the tax digest for the City for the tax year which such taxes are to be collected;
  - (b) based upon the millage rate as fixed and determined by the governing body of the City, levy, assess, and collect all City taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed and collected;
  - (c) apply and invoke any remedies, methods, and procedures within the time period as allowed by law.
3. **COMPENSATION.** The City shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each parcel of City real estate on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the City under this Agreement to the Commissioner as compensation for his additional duties.
4. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on  
the date hereinabove written.

By: J. V. Ferrell  
J. V. Ferrell, Tax Commissioner

City of ~~Haralson~~, Georgia  
Leola A. Bateman  
Mayor

Attest:

Jennifer Camp  
Clerk

Coweta County, Georgia

Paul K. Probst  
Chairman

Attest:

Deborah Pike  
Clerk

AGREEMENT

GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into on this the 7<sup>th</sup> day of JULY, 2009, between the CITY OF MORELAND, GEORGIA, hereinafter referred to as "City," COWETA COUNTY, GEORGIA, hereinafter referred to as "County" and J.T. FERRELL, the duly elected Tax Commissioner of COWETA County, hereinafter referred to as "Commissioner," hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens and property in the City; and

WHEREAS, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the City for this contract to be made providing for assessment and collection of City taxes by and through Commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

1. **TERM.** The agreement shall begin on the first (1<sup>st</sup>) day of January, 2009, and terminate on the fifteenth (15<sup>th</sup>) day of January, 2013. Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of January unless terminated by either of the Parties by written notice.

2. **POWERS.** During the term of this agreement, the Commissioner is empowered to and shall:
- (a) prepare the tax digest for the City for the tax year which such taxes are to be collected;
  - (b) based upon the millage rate as fixed and determined by the governing body of the City, levy, assess, and collect all City taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed and collected;
  - (c) apply and invoke any remedies, methods, and procedures within the time period as allowed by law.
3. **COMPENSATION.** The City shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each parcel of City real estate on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the City under this Agreement to the Commissioner for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

4. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date hereinabove written.

By: J.T. Ferrell  
J.T. Ferrell, Tax Commissioner

City of ~~Macon~~ Georgia

Josh Evans  
Mayor

Attest:

James O. Hayden  
Clerk

Coweta County, Georgia

Paul K. Poob  
Chairman

Attest:

Deborah Pike  
Clerk

**AGREEMENT**

GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into on this the 4<sup>th</sup> day of AUGUST, 2015, between the CITY OF NEWNAN, GEORGIA, hereinafter referred to as "City", COWETA COUNTY, GEORGIA, hereinafter referred to as "County", and J. T. FERRELL, the duly elected Tax Commissioner of Coweta County, hereinafter referred to as "Commissioner", hereinafter collectively referred to as the "Parties."

**WITNESSETH**

WHEREAS, the Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens and property in the City; and

WHEREAS, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the City for this contract to be made providing for assessment and collection of City taxes by and through Commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

1. **TERM.** The agreement shall begin on the first (1<sup>st</sup>) day of August, 2015, and terminate on the fifteenth (15<sup>th</sup>) day of August, 2016.

Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of August of each succeeding year unless terminated by either of the Parties by written notice given to the other Parties on or before July 15<sup>th</sup> of that year.

2. **POWERS.** During the term of this Agreement, the Commissioner is empowered to and shall:

(a) prepare the tax digest totals for the City for the tax year which such taxes are to be collected;

(b) based upon the millage rate as fixed and determined by the governing body of the City, levy, assess, and collect all City taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed and collected;

(c) apply and invoke any remedies, methods, and procedures within the time period as allowed by law including levy and sale as provided by O.C.G.A. §48-3-3 et seq.

(d) remit to the City its portion of the taxes levied on property located within the City every two weeks beginning on November 1<sup>st</sup> of each month through February 28<sup>th</sup> of the following year and then monthly until November 1<sup>st</sup> of that same year, along with collection and/or delinquent reports as warranted or requested by the City. Uncollected parcels shall be placed for collection/levy and sale in the same manner as unpaid state, county, and school taxes. This process may be amended from time-to-time upon written agreement between the

Newnan City Manager, the Coweta County Administrator, and the Coweta County Tax Commissioner.

3. **COMPENSATION.** The City shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each billable parcel of City real and personal property on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the City under this Agreement to the Commissioner for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

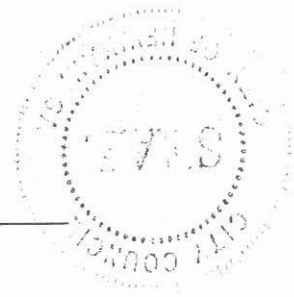
4. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.



IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date hereinabove written.

By: *J.T. Ferrell*  
J.T. Ferrell, Tax Commissioner

City of Newnan, Georgia  
*[Signature]*  
Mayor



Attest:

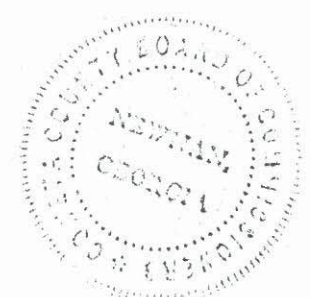
*Della Hill*  
Clerk

COWETA COUNTY, GEORGIA

*Jim Lassiter*  
Chairman

Attest:

*Sharon Feranque*  
Clerk



AGREEMENT

GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into on this the 3<sup>rd</sup> day of August, 2009, between the CITY OF Senolia, GEORGIA, hereinafter referred to as "City," COWETA COUNTY, GEORGIA, hereinafter referred to as "County" and J.T. FERRELL, the duly elected Tax Commissioner of Coweta County, hereinafter referred to as "Commissioner," hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens and property in the City; and

WHEREAS, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the City for this contract to be made providing for assessment and collection of City taxes by and through Commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:


1. **TERM.** The agreement shall begin on the first (1<sup>st</sup>) day of January, 2009, and terminate on the fifteenth (15<sup>th</sup>) day of January, 2013. Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of January unless terminated by either of the Parties by written notice.

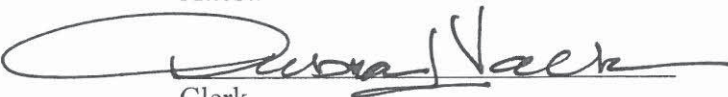
2. **POWERS.** During the term of this agreement, the Commissioner is empowered to and shall:
  - (a) prepare the tax digest for the City for the tax year which such taxes are to be collected;
  - (b) based upon the millage rate as fixed and determined by the governing body of the City, levy, assess, and collect all City taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed and collected;
  - (c) apply and invoke any remedies, methods, and procedures within the time period as allowed by law.
  
3. **COMPENSATION.** The City shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each parcel of City real estate on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the City under this Agreement to the Commissioner for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

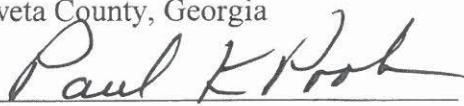
4. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date hereinabove written.

By:   
M. Ferrell, Tax Commissioner

City of SENOCIA, Georgia  
  
Mayor

Attest:  
  
Clerk

Coweta County, Georgia  
  
Chairman

Attest:  
  
Clerk

STATE OF GEORGIA

COUNTY OF COWETA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF SHARPSBURG,  
GEORGIA, COWETA COUNTY, GEORGIA AND THE TAX COMMISSIONER OF  
COWETA COUNTY, GEORGIA TO PROVIDE TAX ASSESSMENT AND  
COLLECTION PROCEDURES FOR THE TOWN OF SHARPSBURG**

THIS AGREEMENT made and entered into on this the 6<sup>th</sup> day of July, 2009, between the TOWN OF SHARPSBURG, GEORGIA, hereinafter referred to as "Town", COWETA COUNTY, GEORGIA, hereinafter referred to as "County" and J. T. FERRELL, the duly elected Tax Commissioner of Coweta County, hereinafter referred to as "Commissioner", hereinafter collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, the Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens and property in the Town; and

**WHEREAS**, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the Town for this contract to be made providing for assessment and collection of Town taxes by and through Commissioner;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreement of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

**Section 1. Term.** The agreement shall begin on the first (1<sup>st</sup>) day of January, 2009, and terminate on the fifteenth (15<sup>th</sup>) day of January, 2013. Thereafter, this agreement shall be automatically renewed annually on the fifteenth (15<sup>th</sup>) day of January unless terminated by either of the Parties by written notice.

**Section 2. Powers.** During the term of this agreement, the Commissioner is empowered to and shall:

- a) prepare the tax digest for the Town for the tax year which such taxes are to be collected;
- b) based upon the millage rate as fixed and determined by the governing body of the Town, levy, assess, and collect all Town taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed and collected;

- c) apply and invoke and remedies, methods, and procedures within the time period as allowed by law.

**Section 3. Compensation.** The Town shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each parcel of Town real estate on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the Town taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the Town under this Agreement to the Commissioner for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

**Section 4. Entire Agreement.** This agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date hereinabove written.

**COWETA COUNTY TAX COMMISSIONER**

  
T. Ferrell

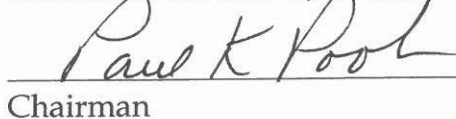
**TOWN OF SHARPSBURG, GEORGIA**

  
Derrick G. McElwaney, Mayor

Attest:

  
Town Clerk

**COWETA COUNTY, GEORGIA**

  
Chairman

Attest:

  
Clerk



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

<b>COUNTY:</b> Coweta	<b>Service:</b> <del>Water</del> Registration
-----------------------	---

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.): **Coweta County**

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

**Yes** (if Yes, you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-4(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

**SDS FORM 2, continued**

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

<i>Local Government Authority</i>	<i>Funding Method</i>
Coweta County	General Fund

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

The City of Chattahoochee Hills annexed property located in Coweta County since the last z Dz was produced and is now reflected in this z Dz .

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

<i>Contract Name</i>	<i>Contracting Party</i>	<i>Effective and Ending Dates</i>
Pone		

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?

Pone

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770./ 844./ 601      Date completed: October / 0, / 016

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:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**  
 Coweta County provides voter registration services countywide.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:** Coweta

**Service:** ~~W~~Water Supply and Distribution

1. Check the box that best describes the agreed upon delivery arrangement for this 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.): **Coweta County (Coweta County Water and Sewerage Authority), Grantville, Haralson, Newnan (Newnan Utilities), Palmetto, Senoia, Sharpsburg, Turin and Chattahoochee Hills**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

## SDS FORM 2, continued

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

Local Government Authority	Funding Method
Coweta County Water and Sewerage Authority	Fees for service
City of Grantville	Fees for service and SPLOST
Town of Haralson	Fees for service
Newnan Utilities	SPLOST, Impact Fees, Fees for service
City of Palmetto	General Fund and fees for service
City of Senoia	Fees for service
Town of Sharpsburg	Fees for service and SPLOST
Town of Turin	Fees for service and SPLOST
Chattahoochee Hills	Fees for service

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

Coweta County Water & Sewerage Authority became a separate entity in 2007 via local legislation. The Board of Commissioners appoints each of the five Authority members and has an operating agreement with the Authority. The City of Chattahoochee Hills annexed property located in Coweta County since the last SDS was produced and is now reflected in this SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA for Operation of the County Water and Sewer System	Coweta County and Coweta County Water and Sewerage Authority	June 6, 2007 – June 5, 2057
IGA	Sharpsburg and Turin	<i>Under negotiation</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

7. Person completing form: **Shannon Zerangue, County Clerk**  
 Phone number: 770.254.2601      Date completed: October 20, 2016

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

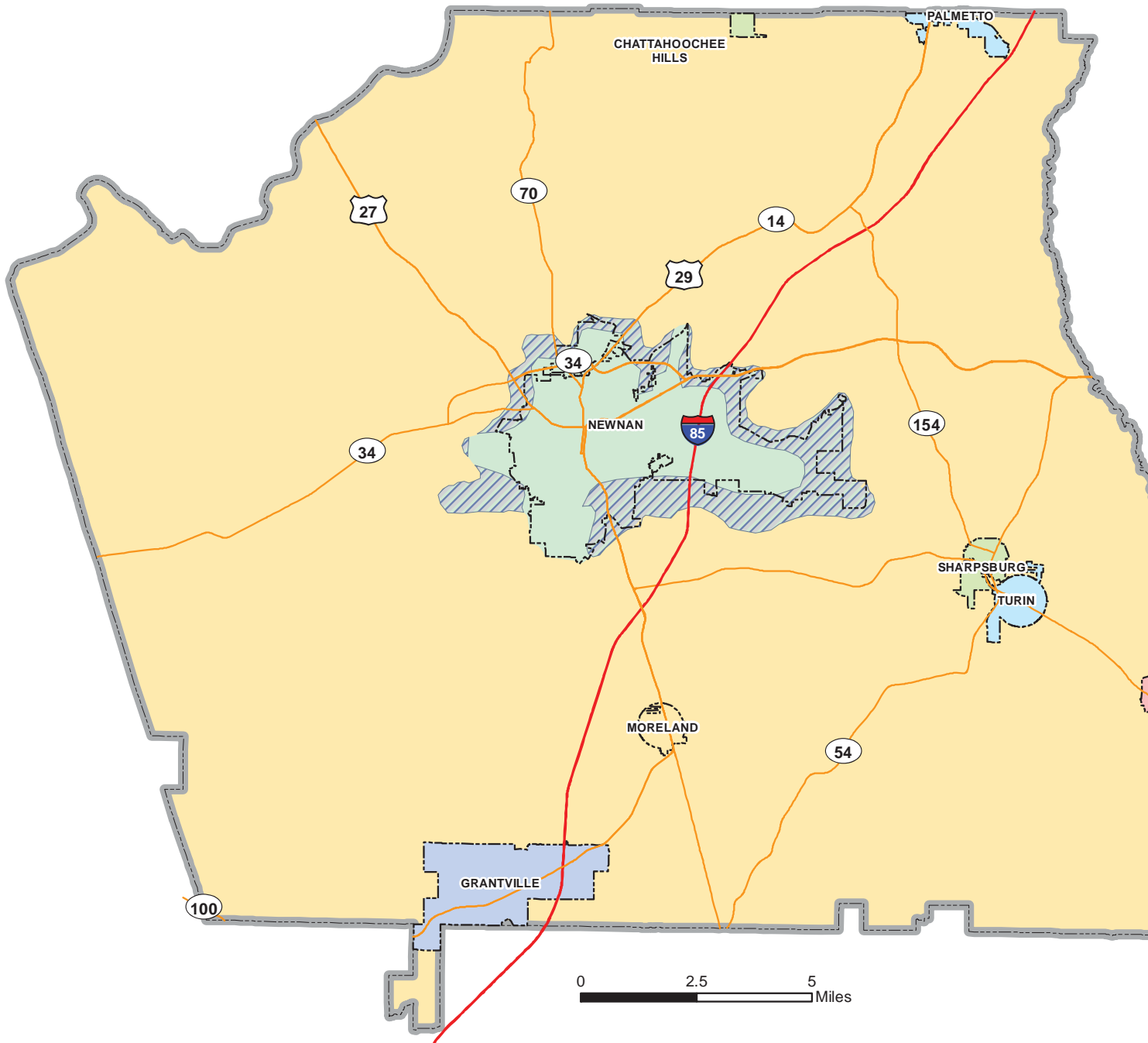
If not, provide designated contact person(s) and phone number(s) below:  
**Michael Fouts, Coweta County Administrator, 770.254.2601**

**Service Delivery Terms:**

Coweta County Water and Sewerage Authority provides water supply and distribution services to the unincorporated county and to some incorporated areas. Newnan Utilities provides this service to the City of Newnan and some unincorporated

areas. The Cities of Grantville, Palmetto, Chattahoochee Hills, and the Towns of Haralson provide this service within their respective boundaries. The City of Senoia provides this service within its municipal boundaries and to some unincorporated areas. The Town of Turin provides this service within its boundaries and within the boundaries of the Town of Sharpsburg. The contract for water supply and distribution service between the Towns of Turin and Sharpsburg has expired, and the Towns are currently negotiating a new contract for service.

Both the Coweta County Water and Sewerage Authority and Newnan Utilities are funded by rate payers. Thus, overlapping service areas do not result in tax inequities. Service provided by the Coweta County Water and Sewerage Authority within incorporated areas is minimal. Service provided by Newnan Utilities within unincorporated areas is minimal. Newnan Utilities began providing services prior to the existence of the Coweta County Water and Sewerage Authority, and some of the original infrastructure extends outside of the municipal boundaries of the City of Newnan. Also, both the City of Newnan and the City of Senoia have annexed properties over the years that included Coweta County Water and Sewerage Authority infrastructure. There have also been instances in which it was more cost effective for Newnan Utilities to provide service to an adjacent unincorporated area due to the proximity and accessibility of its infrastructure versus that of the Coweta County Water and Sewerage Authority.



SERVICE: WATER SUPPLY & DISTRIBUTION

- COWETA COUNTY SERVICE AREA
- NEWNAN SERVICE AREA
- CHATTAHOOCHEE HILLS SERVICE AREA
- GRANTVILLE SERVICE AREA
- HARALSON SERVICE AREA
- SHARPSBURG SERVICE AREA
- PALMETTO SERVICE AREA
- SENOIA SERVICE AREA
- TURIN SERVICE AREA
- COWETA AND NEWNAN SERVICE AREA
- MUNICIPALITIES

Disclaimer:  
The service area shown on this map. Any water delivery must fall within the designated service area.

STATE OF GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into this 26 day of February, 1964, by and between the City of Turin and The City of Sharpsburg, acting by and through their respective Mayors and City Clerks pursuant to an ordinance adopted by the Mayor and Council of The City of Turin at its regular meeting held on the 26 day of February, 1964, and an ordinance adopted by the Mayor and Council of the City of Sharpsburg at its regular meeting held on the 26 day of February, 1964;

W I T N E S S E T H:

For and in consideration of its agreement to supply the City of Sharpsburg and the residents of the City of Sharpsburg with water, The City of Sharpsburg has granted and by these presents does hereby grant to the City of Turin the sole and exclusive franchise to construct, operate and maintain a water system within the limits of the City of Sharpsburg.

This franchise shall include the right to lay pipe and accessories in and under the public streets of the City of Sharpsburg without premium or fee provided the City of Turin shall repair any and all damage to the streets of said City resulting from the laying and installation of water pipe, lines and accessories.

The franchise herein granted shall continue as long as the City of Turin, its successors or assigns, shall continue to operate a water system.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals by and through their duly authorized officers the day and year first above written.

THE CITY OF SHARPSBURG

By J. H. Lawson  
Mayor

Attest:

Annis M. Cole  
City Clerk

THE CITY OF TURIN

By M. H. Adcock  
Mayor

Attest:

[Signature]  
City Clerk

STATE OF GEORGIA  
COWETA COUNTY

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of February, 1964, by and between The City of Turin and The City of Sharpsburg, acting by and through their respective Mayors and City Clerks pursuant to an ordinance adopted by the Mayor and Council of The City of Turin at its regular meeting held on the 26<sup>th</sup> day of February, 1964, and an ordinance adopted by the Mayor and Council of the City of Sharpsburg at its regular meeting held on the 26<sup>th</sup> day of February, 1964;

W I T N E S S E T H:

That for and in consideration of the granting and execution by the City of Sharpsburg to the City of Turin of a franchise to construct, operate and maintain a water system in the City of Sharpsburg, the City of Turin agrees to supply water to the City of Sharpsburg and the residents of the City of Sharpsburg upon the following terms and conditions:

1. Serving the applicants for water in the City of Sharpsburg and in the City of Turin shall be on a first come, first serve basis, provided, in the discretion of the City of Turin, it shall be economically feasible; and provided, further, that the City of Turin shall serve the applicants of both cities on the same terms and conditions and at the same rates.
2. The City of Turin shall not be obligated to serve a new industry or commercial enterprise in the City of Sharpsburg unless the City of Sharpsburg shall have first indicated its approval of same by the issuance of a building permit or other written authority.
3. This agreement shall continue as long as the City of Turin shall continue to operate a water system and shall be binding on both Cities, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals by and through their duly

authorized officers the day and year first above written.

THE CITY OF SHARPSBURG

BY J. H. Lawson  
Mayor

ATTEST:

Miss M. Cole  
City Clerk

THE CITY OF TURIN

BY M. H. Adcock  
Mayor

ATTEST:

Miss W. Harris  
City Clerk



The City of Sharpsburg, Ga (A), through the action of the Mayor and Council at a meeting held February 8th, 1964, hereby grants to the City of Turin, Ga (B) a franchise for a period of 30 years to construct and operate a water system within the city limits of Sharpsburg, Ga (A), the said franchise allowing the City of Turin, Ga (B) to use the public streets for the installation of mains.

In turn, the City of Turin, Ga (B) agrees through the action of its Mayor and Council that the water rates throughout the area served by it will be uniform, that any damage done to streets or property in the construction or operation of the water system will be paid for by the City of Sharpsburg, Ga (B).

THE CITY OF TURIN, GEORGIA

THE CITY OF SHARPSBURGH, GEORGIA

By M. H. Adcock Mayor

By J. H. Lawson Mayor

Vernon Huntie

James C. Cee

W. W. Johnson

E. H. Bridges

AGREEMENT

STATE OF GEORGIA  
COUNTY OF COWETA

THIS AGREEMENT entered into this 16<sup>th</sup> day of JUNE, 2007, between the COWETA COUNTY WATER AND SEWERAGE AUTHORITY (hereinafter the "AUTHORITY" and COWETA COUNTY, GEORGIA (hereinafter the "COUNTY").

WHEREAS, the COUNTY is desirous of the AUTHORITY operating and maintaining the County's water and sewer system, as well as making future improvements to said water and sewer system and constructing additions thereto; and

WHEREAS, the AUTHORITY is willing to operate and maintain the County's water and sewer system, as well as make future improvements to said water and sewer system and construct additions thereto; and

WHEREAS, the AUTHORITY has the power and is authorized to operate a water and sewer system and to provide said services pursuant to the Ga. Laws 1979, p. 4447, as amended.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, paid in hand to the AUTHORITY, and in further consideration of the benefits flowing to and between the COUNTY and the AUTHORITY and of the covenants and agreements contained herein, the parties agree as follows:

1. Existing System. The AUTHORITY shall operate and maintain the existing water and sewer system of the COUNTY and assume full responsibility therefore.

2. Improvements. The AUTHORITY shall make improvements to the water and sewer system of the COUNTY from time to time when it deems necessary or appropriate.

3. Employee Benefits. All personnel of the County who currently work in the Coweta County Water Department shall become employees of the AUTHORITY. The AUTHORITY shall be responsible for the hiring, firing, supervision, compensating and managing (including but not limited to promoting and demoting) of said employees. AUTHORITY benefits shall be substantially similar to the benefits currently offered by the County.

a. Pension. The AUTHORITY employees who are currently enrolled in the COUNTY's Defined Benefit Pension Plan (the "DB" plan) shall continue to be enrolled in the plan. The AUTHORITY shall be responsible for its pro-rata share of the costs of the plan based on the number of its employees enrolled in said plan. The AUTHORITY employees who are enrolled in the Deferred Compensation Plan ("DC" plan) shall be transferred to a similar plan maintained and overseen by the AUTHORITY.

b. Health Insurance. The COUNTY will allow AUTHORITY employees to participate in the COUNTY's self-insurance pool and to be insured through the COUNTY's self-insurance pool. The AUTHORITY shall pay

its pro-rata share of the costs for its employees participating in the COUNTY's self-insurance pool calculated by the number of employees enrolled in the plan.

c. Personnel Policies. The AUTHORITY shall be responsible for implementing and maintaining personnel policies applicable to all of its employees. Said personnel policies shall cover all aspects of employment with the AUTHORITY and comply with all state and federal laws and regulations.

d. Worker's Compensation. The COUNTY shall provide worker's compensation coverage to the AUTHORITY through the COUNTY's plan. The AUTHORITY shall pay its pro-rata share of costs for such plan.

e. Unemployment Insurance. The COUNTY shall provide unemployment insurance to the AUTHORITY. The AUTHORITY shall pay its pro-rata share of costs for such insurance.

4. Vehicle Maintenance. The COUNTY shall provide vehicle maintenance for AUTHORITY vehicles for body maintenance, minor engine maintenance and radio maintenance and the AUTHORITY shall make payment to the COUNTY therefore. The COUNTY shall perform such maintenance upon the request of the AUTHORITY through work orders. AUTHORITY shall have the right to use other means to repair and maintain its vehicles if it so chooses.

5. Fueling. AUTHORITY shall be authorized to use COUNTY fuel for AUTHORITY vehicles and the AUTHORITY shall make payment to the COUNTY for said fuel. The COUNTY shall invoice the AUTHORITY for such usage.

6. Implementation of Service Usage Policies. AUTHORITY shall not enter into any agreements, without the COUNTY's approval, to provide for sewer or wastewater service for any residential use.

7. Information and Technology Services. The COUNTY shall provide for computer software, hardware, information and technology service through the COUNTY's IT Department upon request of the AUTHORITY. AUTHORITY shall be billed for any requested services.

8. Building Maintenance. The COUNTY shall provide for the repair and maintenance of the AUTHORITY's buildings if requested. Any repairs or maintenance shall be completed by a work order and be paid for by the AUTHORITY. Lawn and Landscaping maintenance shall be provided by the AUTHORITY.

9. Inmate Labor. The AUTHORITY grants the COUNTY the permission to use inmate labor where the COUNTY deems appropriate to provide for the services set forth in this Agreement.

10. Existing Contracts, Agreements or Memorandums of Understanding. The COUNTY has entered into water service and purchase contracts attached hereto as Exhibit "B". The COUNTY hereby assigns its rights and obligations in all contracts to the AUTHORITY. Both the COUNTY and the AUTHORITY agree to execute any additional documents required to comply with the provisions contained in this Paragraph. COUNTY and AUTHORITY acknowledge that one or more of these contacts may not be assignable under its terms and in such case, COUNTY and AUTHORITY shall jointly determine whether said contract should be terminated or re-negotiated. The AUTHORITY will not enter into any agreements or otherwise commit to provide

services to any properties annexed or proposed to be annexed into any municipality or outside Coweta County boundaries without prior consent of the County.

11. Title and Possession of Property, Buildings and Fixtures. The COUNTY hereby transfers and conveys the real property listed in attached Exhibit "C" to the AUTHORITY. The COUNTY agrees to execute any documents necessary to effectuate this transfer. The COUNTY hereby abandons to the AUTHORITY any personal property, including any fixtures, located in and on the Water Department property at 230 East Newnan Road. AUTHORITY agrees to not dispose of any real property containing 10 or more acres without prior consent of the COUNTY.

12. Debt. The AUTHORITY shall not incur any debt without COUNTY's approval unless AUTHORITY has sufficient collateral to fully and completely satisfy the debt obligation to the creditor(s). The AUTHORITY shall not incur any obligation that would result in a general obligation debt of the COUNTY without the consent of the COUNTY.

13. Property and Liability Insurance. The COUNTY shall provide the AUTHORITY with property and liability coverage under its policy. The AUTHORITY shall be responsible for its pro-rata share of the costs for such insurance.

14. Expansion of Services. The AUTHORITY shall not seek local legislation or otherwise expand its services into other utilities without the consent of the COUNTY.

15. Amendments. This agreement may be amended at any time only by written consent of both parties.

This Agreement is binding upon both WATER AUTHORITY and COWETA COUNTY, GEORGIA and their successors and assigns.

This contract shall remain in force for a period of fifty (50) years unless lawfully extended by agreement of the parties.

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

COWETA COUNTY WATER AND SEWERAGE AUTHORITY

By: [Signature]  
Chairman

Attest: Mary Anne Sullivan  
Secretary

[Signature]  
Witness

Wanda Norris  
Notary Public, State of Georgia  
My Commission Expires:



COWETA COUNTY, GEORGIA

By: [Signature]  
Chairman, Coweta County Commission

Attest: Shannon Zerangue  
Clerk

[Signature]  
Witness

Shannon J. Zerangue  
Notary Public, State of Georgia  
County of Coweta County

My Commission Expires: ~~MY COMMISSION EXPIRES NOV. 28, 2009~~



**SERVICE DELIVERY STRATEGY**

**FORM 3: Summary of Land Use Agreements**

**Instructions:**

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

**COUNTY: COWETA**

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

No incompatibilities or conflicts were identified.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:  
Describe "Other" Measures Here

<b>NOTE:</b>
If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Coweta County and its municipalites shall follow the process outlined in state law with respect to annexations.

4. Person completing form: **Shannon Zerangue, County Clerk**

Phone number: **770.254.2601**      Date completed: October 20, 2016

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

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

**MICHAEL FOUTS, COUNTY ADMINISTRATOR, 770.254.2601**





**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 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.

**COUNTY: COWETA**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
Chattahoochee Hills, City of	Mayor	Tom Reed		10/21/16
Coweta County	Commission Chairman	Tim Lassetter		Oct. 20, 2016
Grantville, City of	Mayor	Doug Jewell		Oct. 12, 2016
Haralson, City of	Mayor	Audrey Holliday Cruzan		Oct. 13, 2016
Moreland, Town of	Mayor	Dick Ford		Oct 12 2016
Newnan, City of	Mayor	Keith Brady		OCT 14 2016
Palmetto, City of	Mayor	Clark Boddie		10-18-2016
Senoia, City of	Mayor	Larry Owens		OCT 17 2016
Sharpsburg, Town of	Mayor	Wendell Staley		OCT 2016
Turin, Town of	Mayor	Alan Starr		10/17/16