

COMMISSIONER OF CHATTOOGA COUNTY

Post Office Box 211 Summerville, Georgia 30747

Telephone (706) 857-0700

Fax (706) 857-0742

SERVICE DELIVERY STRATEGY RESOLUTION

A RESOLUTION OF THE SOLE COMMISSIONER OF CHATTOOGA COUNTY FOR THE PURPOSE OF EXTENDING EXISTING AGREEMENTS WITH CHATTOOGA COUNTY AND THE TOWN OF LYERLY, CITY OF MENLO, CITY OF SUMMERVILLE, AND THE TOWN OF TRION

WHEREAS, Chattooga County, Lyerly, Menlo, Summerville and Trion adopted a Service Delivery Strategy pursuant to the requirements set forth by the General Assembly in House Bill 489 (codified at OCGA § 36-70-20) which original document was executed in 1999 and amended in 2011; and

WHEREAS, pursuant to the provisions of OCGA § 36-70-28 (b), Chattooga County and Municipalities are required to review, and revise if necessary, the County's Joint Service Delivery Strategy in conjunction with the updates to the Comprehensive Plan which must be updated every ten years; and

WHEREAS, Chattooga County, Lyerly, Menlo, Summerville and Trion have mutually agreed to extend the current services as outlined within the existing Service Delivery Strategy for a period of Ten Years; and

WHEREAS, upon its approval and certification the extension of the Service Delivery Strategy shall be submitted to the State of Georgia for review and approval; and

WHEREAS, the Service Delivery Strategy is deemed to be a vital tool in ensuring that all citizens of the county and its municipalities are provided necessary public services.

NOW THEREFORE BE IT RESOLVED, by the Sole Commissioner of Chattooga County that an extension of the existing agreements with CHATTOOGA COUNTY, AND THE TOWN OF LYERLY, CITY OF MENLO, CITY OF SUMMERVILLE, AND THE TOWN OF TRION is adopted and will be submitted to the State for review and approval.

SO ADOPTED this 9th day of April, 2021.

ATTEST

CHATTOOGA COUNTY





Martha Tucker, County Clerk

Blake Elsberry, Sole Commissioner





SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **CHATTOOGA**

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 shall 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>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 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.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 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).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 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).] 6. Proceed to step 7, below. <div data-bbox="824 1182 1498 1407" style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at</i> http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div>

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.

Chattooga County
Lyerly
Menlo
Summerville
Trion

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.

Animal Control
Building Inspection
Business License
Cemetery
Civic Center
Coroner
Cooperative Extension Service
Courts (Municipal)
Courts (Superior, Magistrate, Probate, State, Juvenile)
DFACS
Drug Task Force
E-911
Economic Development
Emergency Management Agency
Emergency Medical Services-Ambulance
Fire Service
Health Department
Indigent Defense
Jail
Law Enforcement
Library
Natural Gas Service
Public Works
Recreation
Registrar
Senior Center
Sewer
Solid Waste Collection
Solid Waste Disposal
Tax Commission
Transit
Water

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.

None



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:CHATTOOGA

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

NONE

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

NOTE:
If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

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? Each local government have signed Intergovernmental Agreements which establish a process for the provision of extraterritorial water and sewer services by any jurisdiction which shall be consistent with all applicable land use land and ordinances.

4. Person completing form: **Martha Tucker**

Phone number: **706-857-0700** Date completed: April 9, 2021

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:

BLAKE ELSBERRY, CHATTOOGA COUNTY COMMISSIONER, 706-857-0700

INTERGOVERNMENTAL AGREEMENT

THE PROVISION OF EXTRATERRITORIAL WATER AND SEWER SERVICES BY ANY JURISDICTION SHALL BE CONSISTENT WITH ALL APPLICABLE LAND USE PLANS AND ORDINANCES

1. Prior to initiating the development of water and sewer services in extraterritorial boundaries, the local government proposing the new service will notify the adjacent government of the proposed new service by providing information on location of property, size of area, and existing/proposed land use associated with the property, and the location, size and purpose of the proposed water and/or sewer extension.
2. Within 10 working days following receipt of the above information, the local government receiving the notice of water/sewer extension will forward to the local government proposing the extension a statement either: (a) indicating that the proposal is compatible with that community's land use plan and all applicable ordinances; or (b) a description of why the proposal is inconsistent with the land use plan or ordinances providing supporting evidence. If the community proposing the service extension does not receive a response in writing within the deadline, the proposal shall be determined to be consistent with the community's land use plan or land use ordinances.
3. If the community desiring to extend the water or sewer services receives a notification that the proposal is incompatible with the land use plan, the community may respond in writing within 10 working days of receiving the notification of land use inconsistency by: (a) requesting a meeting to discuss a formal change to the land use plan; or (b) agreeing with the content of the notification and stopping action on the proposed service extension.
4. In the event the respective jurisdictions seek mediation, the governments will agree on a mediator, mediation schedule and determine participants in the mediation. Any costs associated with the mediation will be shared pro rata by the county and the city based on population in accordance with the most recent decennial census.

5. A proposal to extend extraterritorial water and sewer service shall not be implemented until any bona fide land use plan or land use ordinance inconsistencies are resolved pursuant to the dispute resolution process.
6. However, the final determination of consistency with the land use plan or land use ordinances will be accorded to the governing body receiving the proposed service extension.
7. All ordinances and resolutions in conflict herewith are hereby repealed.

Jim Parker
County Commissioner

Art Pladyan
Mayor

June 3, 1999
Date

June 7, 1999
Date

ATTEST:

Martha A. Latta
County Clerk

ATTEST:

Eugenia Palty
City Clerk

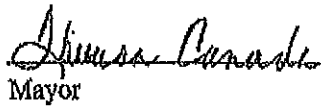
INTERGOVERNMENTAL AGREEMENT

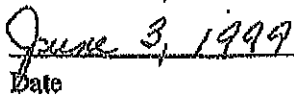
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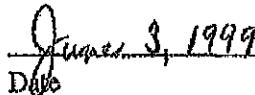
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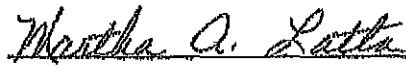

County Commissioner


Mayor

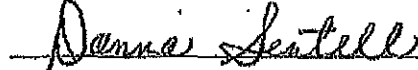

Date


Date

ATTEST:


County Clerk

ATTEST:


City Clerk

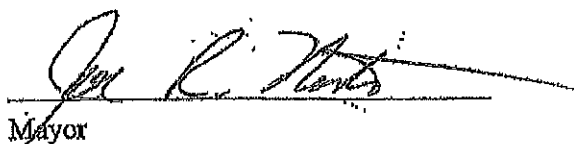
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County Commissioner


Mayor

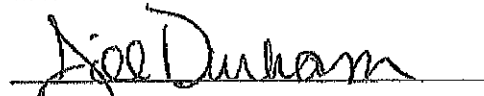
June 3, 1999
Date

6-4-99
Date

ATTEST:


County Clerk

ATTEST:


City Clerk

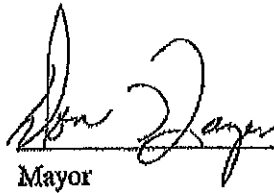
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County Commissioner


Mayor

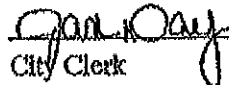
5-26-99
Date

May 25, 1999
Date

ATTEST:


County Clerk

ATTEST:


City Clerk

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of Lyerly and Chattooga County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

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

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

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

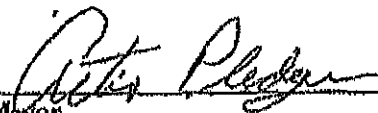
4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation. The city and county agree to share equally any costs associated with the mediation.

5. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.

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

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

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




Mayor
City of Lyerly

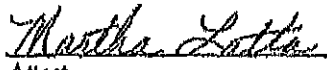
Attest

5-14-98

Date



Commissioner
Chattooga County



Attest

7-1-98

Date

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of Menlo and Chattooga County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

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

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

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

4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation. The city and county agree to share equally any costs associated with the mediation.
5. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.
6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).

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

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

Shirley Canada
Mayor
City of Menlo

Danna Sabatelli
Attest

6-3-98
Date

Jim Parker
Commissioner
Chattooga County

Martha Letts
Attest

7-1-98
Date

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of Summerville and Chattooga County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

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

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

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

4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation. The city and county agree to share equally any costs associated with the mediation.

5. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.

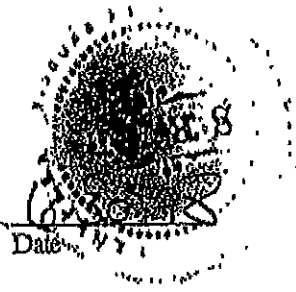
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Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement.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

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

Joe K. Newton
 Mayor
 City of Summerville

Nicole S. Durham
 Attest



Date 6-30-98

Jim Parker
 Commissioner
 Chattooga County

Martha Latta
 Attest

Date 6-30-98

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The Town of Trion and Chattooga County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

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

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

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

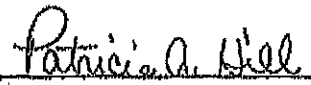
4. If the town initiates mediation, the town and county will agree on a mediator, mediation schedule and determine participants in the mediation. The town and county agree to share equally any costs associated with the mediation.
5. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.
6. If the town and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the town and county governments and the property owner(s).

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

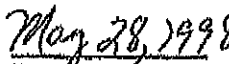
This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.



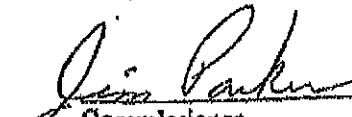
Mayor
Town of Trion




Attest



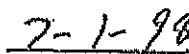
Date



Commissioner
Chattooga County



Attest



Date



SERVICE DELIVERY STRATEGY

FORM 5: Certifications for Extension of Existing SDS

Instructions: This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

If the strategy for providing **ANY** local service is being revised, FORM 5 **CANNOT** be used. When revisions are necessary, a submittal **MUST** include updates to FORM 1, FORM 2, and FORM 4 that cover ALL local services.

COUNTY: **CHATTOOGA**






We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing **ALL** local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

Select <u>1</u> box, below	Type End-Year Below
<input type="checkbox"/> February 28,	2031
<input checked="" type="checkbox"/> June 30,	
<input type="checkbox"/> October 31,	

2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));
6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

SDS FORM 5, continued

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CHATTOOGA</u>	COMMISSIONER	BLAKE ELSBERRY		4/8/21
<u>CITY OF LYERLY</u>	MAYOR	JIM FERGUSON		4/19/21
<u>CITY OF MENLO</u>	MAYOR	THERESA CANADA		4/15/21
<u>CITY OF SUMMERSVILLE</u>	MAYOR	HARRY HARVEY		4-13-21
<u>TOWN OF TRION</u>	MAYOR	LARRY STANSELL		4-19-21