GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR	Dade	COUNTY	PAGE 1

I. GENERAL INSTRUCTIONS:

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Dade County City of Trenton Northwest Georgia Joint Development Authority Dade County Industrial Development Authority Development Authority of Dade County Dade County Water and Sewer Authority

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Ambulance Animal Control Archives/Records Beverage Control Board Building Inspection/Permits Chamber of Commerce Commodities Distribution Courts (County) Courts (Municipal) DFACS District Attorney Drug Task Force E-911 Economic Development Elections (County) Elections (Municipal) Electrical Inspection Extension Service Fire Protection Food Stamps Food Pantry Health Department Indigent Defense Jail Law Enforcement Library Mapping Parks & Recreation Planning/Zoning Property Appraisal Road & Street Construction/Maintenance Senior Citizen Programs Sewer Collection & Disposal Social Services Soil Conservation Solid Waste Collection Solid Waste Disposal Tax Collection Tourism Transit Voter Registration Water Treatment & Distribution

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uestion below		service listed on page 1, Section III. Use exactly the same ser If the contact person for this service (listed at the bottom of th				
County: _ [ade	Service: Ambulance				
		agreed upon delivery arrangement for this service:	1			
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	eson Medical Center	General Fund, Fees	100.000			
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8. Is the are con If not, j		acted by state agencies when evaluating whether patrategy? Yes X No (s) and phone number(s) below:				

PAGE 2

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Paul Page, Dade County Manager, (706)657-4265

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	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.)				
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Trento	-	General Fund			
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7. Perso Phone	on completing form: Greg number: (706)295-6485	Weathersby Date completed: May	25, 1999		
are con	sistent with the service deli	contacted by state agencies when evaluating where strategy? Yes X No person(s) and phone number(s) below:	nether proposed local government projects		

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Trento	n	Fees			
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Trento	on /	General Fund, Fees			
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4. How None	will the strategy change the previous	ous arrangements for providing and/or	funding this service within the county? lid		
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None		\			
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tructions: ke copies of this form and complete one stion below, attaching additional pages as partment of Community Affairs.	for each service listed on page 1, Section III. Use exact necessary. If the contact person for this service (listed at t	tly the same service names listed on page 1. Answer each he bottom of the page) changes, this should be reported to the		
unty: Dade	Service: Chamber of	of Commerce		
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Dade County	General Fund, Grants			
Trenton	General Fund			
4. How will the strategy change None	the previous arrangements for providing and/o	or funding this service within the county?		
	ry agreements or intergovernmental contracts	that will be used to implement the strategy for		
Agreement Name:	Contracting Parties:	Effective and Ending Dates		
Chamber Contract For Ser	vices Trenton/Dade County	1/4/99 - open ended		
acts of the General Assembly, ra None	te or fee changes, etc.), and when will they tak	his service (e.g., ordinances, resolutions, local ke effect?		
7. Person completing form: Gr Phone number: (706)295-648	eg Weathersby Date completed: 1	May 25, 1999		
8. Is this the person who should are consistent with the service d If not, provide designated conta		g whether proposed local government projects		

CHAMBER CONTRACT FOR SERVICES, 1999

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This agreement between the City of Trenton, Georgia, hereinafter sometimes called "city", and the Dade County Chamber of Commerce, Inc., hereinafter sometimes called "Chamber".

1. The Chamber will, pursuant to this agreement, make reasonable efforts to identify, attract and locate new businesses and industry to the Trenton area for the purpose of increasing trade, industry, agribusiness, commerce, tourism and for the improvement of employment opportunities within the city and will otherwise promote the general welfare of it's citizenry.

2. The Chamber is a private, non profit organization exempt from federal income taxes pursuant to section 501 (C) (6) of the Internal Revenue Code.

3. The Chamber will manage inquires from: small businesses, retirees, new residents, marketing, festivals and fairs, general requests (schools, etc.). The Chamber will also inform the public on important community issues, will obtain and provide information useful to local businesses, assist local businesses to resolve problems and conduct seminars to educate local businesses and leaders.

4. The City will pay to the Chamber an annual amount of \$5,000, which may be paid in total or on a calender year quarterly basis as soon as this agreement has been signed and executed.

5. The sole duty of the Chamber to the City under this agreement shall be economic development except that the Chamber may render services in furtherance of the goal of promoting the general welfare of the City on a case-by-case basis.

6. The Chamber will maintain representation in organizations that are important to the betterment of the City and it's citizens. Some of these are: HHCTA (Historic High Country Travel Association), RAC-1 (Regional Advisory Council Region - 1), GEDA (Georgia Economic Development Association), the Tri-State Council of Chambers, ASCS (Appalachian Scenic Corridor Study) and the NWGJDA (Northwest Georgia Joint Development Authority).

7. The Chamber will also maintain contact with departments of State and economic developers such as: GDITT (Georgia Department of Industry, Trade and Tourism), Coosa Valley RDC (Regional Development Center), DCA (Department of Community Affairs), Department of Labor, GEFA (Georgia Environmental Facility Authority, Chattanooga Chamber Economic Developers, Georgia Power Economic Developers, Oglethorpe Power Economic Developers, SEIDA (South Eastern Industrial Developers Association), GRC (Georgia Recycle Coalition), GDOT (Georgia Dept. of Transportation and DNR (Department of Natural Resources).

8. The Chamber will handle the Keep America Beautiful Affiliate, "Keep Dade Beautiful", which has been established to reduce littering and train citizens to reduce, reuse, and recycle.

6. What other mechanisms (if any) will acts of the General Assembly, rate or fe			(e.g., ordinances, resolutions, local
None			
7. Person completing form: Greg We Phone number: (706)295-6485	hersby Da	te completed: May 25, 1	1999
8. Is this the person who should be cont are consistent with the service delivery If not, provide designated contact perso	rategy? 🗆 Yes 🖄	No	proposed local government projects
Paul Page, Dade County Manage			

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	for each service listed on page 1, Section III. Use exactly the ecessary. If the contact person for this service (listed at the bot				
County: Dade	Service: Commodities I	Distribution			
1. Check the box that best describ	bes the agreed upon delivery arrangement for this s	ervice:			
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Dade County	General Fund, State				
4. How will the strategy change the None	he previous arrangements for providing and/or fun	ding this service within the county?			
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Local (Government or Authority:	Funding Method:		
Dade	County	General Fund		
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County: _ [Dade	Service: Courts (Munic	ipal)		
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		will be used to implement the strategy for this r fee changes, etc.), and when will they take e			
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unty: Dade	Service: Drug Task For	ce		
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bonded indebtedness, etc.).	Funding Mathed		
Local Government or Authority: I.W. Georgia Joint Development Authority	Funding Method: General Fund	in one	
Dade Co. Chamber of Commerce	General Fund, Grants		
ade Co. Industrial Development Authority	General Fund		
Development Authority of Dade Co.	General Fund		
4. How will the strategy change the previo	ous arrangements for providing and/or funding	this service within the county?	
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Agreement Name:	Contracting Parties:	Effective and Ending Dates 1/1/98 Effective	
W Georgia Joint Development Authority	Dade, Walker & Chattooga Counties	1/1/98 Effective	
	e used to implement the strategy for this service changes, etc.), and when will they take effect?	e (e.g., ordinances, resolutions, local	
None	manges, etc.), and when will they take effect?		
7. Person completing form: Greg Weat			

Paul Page, Dade County Manager, (706)657-4265

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uestion below		rvice listed on page 1, Section III. Use exactly the same service f the contact person for this service (listed at the bottom of the page				
County: D	ade	Service: Elections (County)				
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None						
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Phone r	number: (706)295-6485	Date completed: May 25, 1999				
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County: Da	de	Service: Electrical Inspection		
		reed upon delivery arrangement for this service:		
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Phone nu	completing form: Greg Weath mber: (706)295-6485	Date completed: May 25, 19	999	
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stion below		ch service listed on page 1, Section III. Use exactly the ary. If the contact person for this service (listed at the bott			
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Phone i	on completing form: Greg W number: (706)295-6485	Date completed: May	25, 1999		
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Paul F	age, Dade County Manag	er, (706)657-4265			

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Instructions: Make copies of this form and complete one for each ser question below, attaching additional pages as necessary. If Department of Community Affairs.			
County: Dade	Dade Service: Fire Protection		
1. Check the box that best describes the ag	reed upon delivery arrangement for this	s service:	
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identify the government, authority Dade County & Trenton jointly fur outside of Station 1 with funding f 2. In developing the strategy, were overlap identified?	, or other organization that will provide nd service within 5-miles of Station 1 w rom Dade County. ping service areas, unnecessary compet		
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3. List each government or authority that w enterprise funds, user fees, general funds, s bonded indebtedness, etc.). Local Government or Authority:			
		teen Contributions	
Dade County	General Fund, SPLOST, Volunteer Contributions General Fund, Volunteer Contributions		
Trenton			
4. How will the strategy change the previou None	us arrangements for providing and/or fu	unding this service within the county?	
 List any formal service delivery agreement this service: Agreement Name: 	ents or intergovernmental contracts that Contracting Parties:	t will be used to implement the strategy for Effective and Ending Dates:	
ire Protection Intergovernmental Agreement	Dade County and Trenton	3-7-96/ - 3/7/03	
ne i loteenon intergoverninental Agreement	Date county and Trenton	5-1-901 - 311103	
acts of the General Assembly, rate or fee ch None	hanges, etc.), and when will they take e	service (e.g., ordinances, resolutions, local ffect?	
7. Person completing form: Greg Weath Phone number: (706)295-6485	ersby		
Phone number: (706)295-6485	Date completed: Ma	y 25, 1999	
are consistent with the service delivery stra If not, provide designated contact person(s	ategy? □ Yes 凶 No) and phone number(s) below:	hether proposed local government projects	
Paul Page, Dade County Manager, (/00)05/-4205		

INTERGOVERNMENTAL CONTRACT

This intergovernmental contract made and entered into this <u>7th</u> day of <u>March</u>, 1996 by and between Dade County, Georgia (hereinafter the County) and the City of Trenton, Georgia, (hereinafter the City).

WITNESSETH: The County and the City desire to work together to promote efficiency, cooperation and cost savings for both governmental units and to provide an effective and efficient coordinated fire-fighting service for the incorporated areas of the City of Trenton and Commission District Three of the County (which encompasses the City of Trenton and surrounding areas, all of said areas lying within five road miles of the fire station), so as to protect the health, safety, property and welfare of the citizens who live in these areas and to facilitate lower insurance rates for said citizens; and

WHEREAS, it is the intent of the County and the City to have a single fire-fighting unit, known as Dade County Station 1, to protect these areas rather than a duplication of services and costs; and

WHEREAS, the jointly operated and funded fire-fighting unit shall have access to and the use of all the equipment, supplies and manpower for the benefit of all the aforementioned citizens; and

WHEREAS, the County and the City desire to enter into the following agreement as an intergovernmental contract as provided by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, 1983.

NOW THEREFORE, in consideration of the covenants, mutual

undertakings and promises contained herein, it is contracted and agreed by the County and the City, each acting by and through their respective officers, as follows:

The County and the City intend to purchase a fully-equipped fire engine (hereinafter the Equipment) for use by Dade County Station 1 and to be housed exclusively at Dade County Station 1, said Equipment being more particularly described as shown in the Fire Apparatus Agreement of Sale which is attached hereto and The total purchase price for incorporated herein by reference. said capital expenditure is ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00). The County shall apply EIGHTY-FIVE THOUSAND SEVEN HUNDRED FOURTEEN 29/100 DOLLARS (\$85,714.29) of the monies available through the revenues collected under the Special Local Option Sales Tax towards the purchase of the Equipment. Dade County Station 1 has accrued funds available in its own account and shall apply FOURTEEN THOUSAND TWO HUNDRED EIGHTY-FIVE 71/100 DOLLARS (\$14,285.71) of said funds towards the purchase of the The City of Trenton shall pay the balance of the Equipment. purchase price, THIRTY THOUSAND DOLLARS (\$30,000.00), for the Equipment. The Equipment shall initially be titled in the City so as to facilitate the City's anticipated financing of its portion of the purchase price. However, after the payment of said indebtedness, the Equipment shall be titled jointly in the name of the County and the City. The City shall maintain insurance coverage on the Equipment during the time of the financing and the County shall maintain insurance coverage on the Equipment thereafter. However, in the event of a partial or total loss of the Equipment which is covered by insurance, the City and the County will each be entitled to recover the proceeds of said insurance as their interests may appear. In the event of a partial or total loss of the Equipment caused by a third party tortfeasor, the City and the County will each be entitled to recover one-half of said loss from said tortfeasor. In the event of any such loss, the City and the County agree to apply the proceeds of any recovery to the replacement and/or repair of the Equipment; and

The City agrees that it shall promptly pay the indebtedness on the Equipment; and

Both the City and the County will continue to provide monetary and financial support for the joint fire-fighting unit known as Dade County Station 1 and any sums paid pursuant to this agreement shall not be considered to be in lieu of or in satisfaction of such support. Furthermore, the County will continue to provide vehicle maintenance on the vehicles utilized by Dade County Station 1; and

The Equipment shall be used by the jointly operated firefighting unit known as Dade County Station 1 for the protection of citizens and property in the above-described areas and such other areas as may be necessitated by any mutual aid agreements or pacts entered into by said fire-fighting unit; and

No distinctions shall be made between fires occurring in the incorporated areas as opposed to the unincorporated areas in the provision of fire-fighting services; and

This agreement shall be for an initial period of seven years but may be renewed for such additional periods as may be decided by the parties. IN WITNESS WHEREOF, the County and City have executed this contract the day and year set out above, in duplicate, but both constituting but one document.

GEORGIA: DADE itt BY: JAME B. GEDDIE, CHAIRMAN DADY COUNTY BOARD OF COMMISSIONERS

ATTEST:

anda RONDA GOLD, CLERK

RONDA GOLD, CLERK (SEAL)

APPROVED BY:

HERBERT E. FRANKLIN JR.

COUNTY ATTORNEY

all PAUL R. PAGE

COUNTY MANAGER

CITY, OF TRENTON, GEORGIA: BY GENE CARTER, MAYOR

ATTEST: 1.000 LUCRETIA BUCHANAN, CLERK (SEAL)

APPROVED AS TO FORM BY:

RONALD WOMACK CITY ATTORNEY

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uestion below	of this form and complete one for each ser a attaching additional pages as necessary. If Community Affairs.			
County: D	ade	Service:	Food Stamps	
	k the box that best describes the ag			
ă	Service will be provided countywi (If this box is checked, identify the Dade County			
	Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)			
	One or more cities will provide th provided in unincorporated areas. providing the service.)			
	One or more cities will provide th the service in unincorporated area providing the service.)			
	Other. (If this box is checked, atta identify the government, authority			
identifie		pping service areas, unno	ecessary competition and/or	duplication of this service
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enterpris	ach government or authority that w se funds, user fees, general funds, s indebtedness, etc.).			
Local G Dade (overnment or Authority:	Funding Method: General Fund, Stat		
4. How None	will the strategy change the previo	us arrangements for pro	viding and/or funding this se	ervice within the county?
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	ent Name:	Contracting Parties:		Effective and Ending Dates:
None				
acts of t None	other mechanisms (if any) will be he General Assembly, rate or fee c	hanges, etc.), and when		, ordinances, resolutions, local
7. Perso Phone n	n completing form: Greg Weath number: (706)295-6485	Date of	completed: May 25, 1999	
are cons If not, p	s the person who should be contact sistent with the service delivery stra provide designated contact person(s age, Dade County Manager,	ategy? I Yes X No		osed local government projects

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estion below		ch service listed on page 1, Section III. Use exactly the ary. If the contact person for this service (listed at the bot	
ounty: D	Dade	Service: Food Pantry	
		e agreed upon delivery arrangement for this	service:
ă	Service will be provided coun (If this box is checked, identify Dade, County	tywide (i.e., including all cities and unincorp y the government, authority or organization p	porated areas) by a single service provider. providing the service.)
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		le this service only within their incorporated areas. (If this box is checked, identify the gov	
		attach a legible map delineating the service ority, or other organization that will provide s	
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enterpri bonded	se funds, user fees, general fun indebtedness, etc.).	nat will help to pay for this service and indica ds, special service district revenues, hotel/mo	
	Sovernment or Authority:	Funding Method:	
Dade	County	General Fund, State	
	- Anno -		
4. How None	will the strategy change the pr	evious arrangements for providing and/or fur	nding this service within the county?
5. List a this serve		eements or intergovernmental contracts that	
Agreen	nent Name:	Contracting Parties:	Effective and Ending Dates:
None			
6 11/1-	t other mechanisms (if any)	I be used to implement the strategy for this s	ervice (e.g. ordinances resolutions local
acts of None	the General Assembly, rate or h	ee changes, etc.), and when will they take eff	
7. Perso Phone	on completing form: Greg W number: (706)295-6485	eathersby Date completed: May	25, 1999
8. Is thi are con	is the person who should be co sistent with the service deliver	ntacted by state agencies when evaluating wh	ether proposed local government projects

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question belo	of this form and complete one for each s	ervice listed on page 1, Section III. Use exactly the same service If the contact person for this service (listed at the bottom of the p					
County: I	Dade	Service: Health Department					
1. Chee	ck the box that best describes the a	greed upon delivery arrangement for this service:					
X	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.) Dade County						
	Service will be provided only in	e will be provided only in the unincorporated portion of the county by a single service provider. (If this box is d, identify the government, authority or organization providing the service.)					
	One or more cities will provide t provided in unincorporated areas providing the service.)	more cities will provide this service only within their incorporated boundaries, and the service will not be ed in unincorporated areas. (If this box is checked, identify the government(s), authority or organization ng the service.)					
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	Other. (If this box is checked, at identify the government, authori	: (If this box is checked, attach a legible map delineating the service area of each service provider , and fy the government, authority, or other organization that will provide service within each service area.)					
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enterpr bonded	ise funds, user fees, general funds, l indebtedness, etc.).	will help to pay for this service and indicate how th special service district revenues, hotel/motel taxes,					
	Government or Authority:	Funding Method:					
Dade	County	General Fund, State					
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4. How None	will the strategy change the previ	ous arrangements for providing and/or funding this	service within the county?				
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None							
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Phone	number: (706)295-6485	Date completed: May 25, 199	9				
8. Is th are cor If not,		cted by state agencies when evaluating whether proprategy? Yes X No (s) and phone number(s) below:					

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uestion below			the same service names listed on page 1. Answer each bottom of the page) changes, this should be reported to the			
County: Dade		Service: Indigent Def	ense			
		e agreed upon delivery arrangement for thi	s service:			
X	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.) Dade County					
	Service will be provided only	in the unincorporated portion of the county nent, authority or organization providing the	y by a single service provider. (If this box is e service.)			
		ore cities will provide this service only within their incorporated boundaries, and the service will not be in unincorporated areas. (If this box is checked, identify the government(s), authority or organization the service.)				
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		attach a legible map delineating the serv ority, or other organization that will provide				
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7. Perso Phone r	on completing form: Greg We number: (706)295-6485	Date completed: Ma	ıy 25, 1999			
are con If not, p	sistent with the service delivery	y strategy? Yes X No on(s) and phone number(s) below:	whether proposed local government projects			

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uestion below	of this form and complete one for each , attaching additional pages as necessary Community Affairs.	service listed on page 1, Section III. Use exactly the s y. If the contact person for this service (listed at the botto	ame service names listed on page 1. Answer each om of the page) changes, this should be reported to the			
County: D	ade	Service: Jail				
		agreed upon delivery arrangement for this se	ervice:			
X	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.)					
	Dade County Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)					
	One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)					
	One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)					
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		der the strategy, attach an implementation onsible party and the agreed upon deadline f				
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Dade County		General Fund				
Trento	n	General Fund, Fines	General Fund, Fines			
4. How None	will the strategy change the pre-	l vious arrangements for providing and/or fund	ling this service within the county?			
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•	ent Name:	Contracting Parties:	Effective and Ending Dates:			
rison Hou	ising Intergovernmental Agreem	ent Dade County and Trenton	1/1/99 - 12/31/06			
acts of		be used to implement the strategy for this set e changes, etc.), and when will they take effe				
None						
7. Perso Phone	on completing form: Greg We number: (706)295-6485	Date completed: May 2	25, 1999			
are con If not, j	sistent with the service delivery provide designated contact perso	n(s) and phone number(s) below:	ther proposed local government projects			
Paul F	age, Dade County Manage	r, (700)037-4203				

INTERGOVERNMENTAL AGREEMENT FOR PRISONER HOUSING

STATE OF GEORGIA, COUNTY OF DADE.

THIS AGREEMENT is an intergovernmental contract as provided by Art 9, § 1 of the 1983 Constitution of the State of Georgia and it is entered into this <u>3rd</u> day of <u>December</u>, 1998, by and between DADE COUNTY, GEORGIA, and SHERIFF, DADE COUNTY, GEORGIA (hereinafter referred to as COUNTY) and CITY OF TRENTON, GEORGIA (hereinafter referred to as CITY), a municipal corporation located totally within Dade County, Georgia, and the purpose of this Agreement is permissible under Art. 9, § 3, § 1 of the 1983 Constitution of the State of Georgia, as amended, and the parties hereto are authorized by law to enter into this Agreement.

WITNESSETH:

IN CONSIDERATION of the following mutual covenants, agreements, terms and conditions hereby agreed to by and between the COUNTY and CITY said parties contract as follows, to-wit:

HOUSING OF PRISONERS

1.01

CITY shall have the right to house CITY prisoners in the County Jail (Dade County Jail) and COUNTY shall provide for each CITY prisoner cell space, when available, consisting of one (1) bunk and sink and toilet facilities and being approximately one-half (1/2) of the cell area. The aforesaid cell space provided to any CITY prisoner shall be determined by the COUNTY. For the purposes of this Agreement, "CITY prisoner" shall mean any male prisoner arrested by a member of the CITY Police Department for violation of a CITY Ordinance, a traffic violation, or any violation which is in the jurisdiction of the CITY's Municipal Court or any prisoner sentenced by the CITY's Municipal Court. All other prisoners shall be COUNTY prisoners, which shall be housed at the expense of the COUNTY as provided by law. CITY shall be responsible for any female CITY prisoner, and the COUNTY shall not be responsible for housing any female CITY prisoner under the terms and provisions of this Agreement.

TERM OF AGREEMENT

2.01

The term of this Agreement shall be for the period beginning on the 1st day of <u>January</u>, 1999, and continuing thereafter until the <u>31st</u> day of <u>December</u> <u>2006</u> with the right of either party to terminate said Agreement upon one hundred eighty (180) days written advance notice to the other party.

advance notice to the other party.

CHARGES FOR HOUSING CITY PRISONERS

3.01

CITY shall as per O.C.G.A. §15-21-90 et seq. collect and remit funds actually collected to the COUNTY a ten percent additional penalty to the CITY's fines and the posting of bail and bond in any criminal or traffic case in the CITY's Municipal Court. The ten percent additional fine as provided in the aforesaid Code Section, which are actually collected by the CITY shall constitute the CITY's obligation to the COUNTY for the housing of CITY prisoners, as defined herein, except as provided in Section 3.02 hereof.

3.02

CITY shall in addition thereto, be responsible for and pay to COUNTY any and all reasonable and ordinary costs incurred for medical, dental, or other health care expense of each CITY prisoner housed by the COUNTY as aforesaid. Once each month during the term of this Agreement, the County will submit to the CITY the COUNTY's expenses incurred hereunder, and at the end of each calendar year of this Agreement the CITY and COUNTY will reconcile these expenses. The CITY will only be responsible for the expenses set forth herein should said expenses exceed the amount paid to the COUNTY by the CITY in Section 3.01 hereof. The amount paid by the CITY shall be the actual costs incurred by the COUNTY for said CITY prisoners, and the CITY shall be provided documentation of all charges incurred including, but not limited to, name of the inmate, amount of charges, services rendered by the medical provider, etc. Upon request of the COUNTY, the CITY will provide all transportation for CITY prisoners for all medical treatment and for all court appearances. The CITY shall not be responsible for any medical, dental, or other health care expense necessary for a CITY prisoner (or for any transportation to or from any medical provider) as a result of and necessitated by a CITY prisoner's being injured while housed by the COUNTY or by an act of negligence on the part of the COUNTY.

PURPOSE OF AGREEMENT

4.01

The parties hereto acknowledge that the purpose of this Agreement is to provide the housing of CITY prisoners by the COUNTY and to establish the compensation to be paid by the CITY to the COUNTY for said housing. Except as herein specifically provided, the COUNTY shall furnish CITY prisoners housed as aforesaid with food, medical aid, heat and all other matters required by law under O.C.G.A. § 42-4-4 and all other applicable state and federal laws, rules and regulations. The COUNTY, after the CITY prisoner is placed in the custody of the COUNTY, shall be responsible for the custody, care and confinement of each CITY prisoner, except to the extent of the CITY's obligations set forth in Paragraphs 3.01 and 3.02 hereof.

INSURANCE

5.01

COUNTY shall maintain fire and extended coverage on its jail to the extent it determines it necessary to maintain said insurance.

5.02

COUNTY and CITY shall each maintain liability insurance coverage for loss from accident resulting in bodily injury to or death of persons and in damage to or destruction of property to the extent COUNTY and CITY determine it necessary to maintain said insurance.

5.03

Neither the COUNTY nor the CITY shall be required to purchase and maintain any of the insurance coverage stated above, but to the extent either does purchase and maintain such insurance, each shall be responsible for and pay the premiums for the coverage it procures.

DEFAULT

6.01

If COUNTY defaults in the performance of any term, covenant, or condition required to performed by the COUNTY under this Agreement, and COUNTY has not remedied said default within thirty (30) days after receiving written notice from CITY of said default, then CITY may (1) remedy the default and deduct the costs and expenses of such remedy from amounts subsequently becoming due by CITY hereunder, or (2) elect to terminate this Agreement. In addition to the above, CITY shall have the right to seek any additional remedy under this Agreement and the law.

6.02

Upon the termination of this Agreement, CITY shall pay to COUNTY all sums that are due to COUNTY hereunder immediately prior to termination.

6.03

COUNTY may, if CITY fails to meet its obligations under this Agreement, refuse to accept any further CITY prisoners from the CITY until such time as the CITY does comply with its obligations hereunder.

ASSIGNMENT AND SUBLEASE

7.01

Neither party hereto shall assign this Agreement without the written consent of the other party.

MISCELLANEOUS

8.01

CITY shall hold COUNTY harmless for any and all injuries and damages caused by any COUNTY jail trusty or for any injury suffered by any COUNTY jail trusty while performing work for and on behalf of the CITY. This provision shall in no way waive any immunity enjoyed by the CITY and shall not be considered a waiver of any immunity of the CITY.

8.02

All notices provided to be given under this Agreement shall be given by certified mail, return receipt requested, addressed to the proper party, at the following address:

- COUNTY: Dade County Commission Dade County Justice Building P. O. Box 613 Trenton, Georgia 30752
- CITY: Mayor City of Trenton Trenton City Hall P. O. Box 518 Trenton, Georgia 30752

8.03

COUNTY and CITY warrant that the undersigned are duly empowered and authorized to execute and enter into this Agreement on behalf of each governmental body and that each has done everything required by law in authorizing each respective governmental body to enter into this Agreement. 8.04

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

8.05

This Agreement shall be construed under and in accordance with the laws of the State of Georgia and particularly the regarding intergovernmental contracts.

8.06

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.07

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject within it.

8.08

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

8.09

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease, shall be deemed to be a waiver or any other breach of the same or any other term, condition or covenant contained herein.

8.10

In the event COUNTY or CITY breaches any of the terms of this Agreement whereby the party not in default is required to use an attorney to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party the total amount of attorney's fees and expenses so incurred by the non-faulting party.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto by and through their duly authorized officers signed and sealed the foregoing Agreement, in duplicate, each of which shall be considered an original, on the day first above written.

DADE CON , GEORGIA (SEAL) BY: C COMMISSIONERS

ATTEST:

CLERK

Signed, sealed and delivered by the duly authorized officers of Dade County, Georgia, in the presence of : /

D. Moreland

NOTARY PUBLIC <u>Dade</u> COUNTY, GEORGIA MY COMMISSION EXPIRES: <u>12/26/</u>00

(SIGNATURES CONTINUED ON NEXT PAGE)

(SEAL) SHERIFF, DADE COUNTY, GEORGIA

Signed, sealed and delivered by the duly elected and acting Sheriff of Dade County, Georgia, in the presence of:

Gars 9900 NOTARY (RUBLIC COUNTY, GEORGIA DADE

MY COMMISSION EXPIRES: ______ MY COMMISSION EXPIRES DEC. 29, 2000

CITY OF TRENTON, GEORGIA (SEAL) B MAYOR

ATTEST: Ucreti CLERK

Signed, sealed and delivered by the duly authorized officer of City of Trenton, Georgia, in the presence of:

nt TESS

NOTARY

NOIART PUBLIC DADE COUNTY, GEORGIA MY COMMISSION EXPIRES: 1/-19-99

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stion below		each service listed on page 1, Section III. Use exactly the ssary. If the contact person for this service (listed at the bott	
unty: D	Dade	Service: Law Enforcer	nent
		the agreed upon delivery arrangement for this s	
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7. Perso Phone	on completing form: Greg number: (706)295-6485	Date completed: May	25, 1999
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question belo	of this form and complete one for each		e same service names listed on page 1. Answer each ottom of the page) changes, this should be reported to the
County: I	Dade	Service: Library	
		agreed upon delivery arrangement for this	service:
	(If this box is checked, identify Cherokee Regional Library Service will be provided only in	the government, authority or organization System the unincorporated portion of the county	by a single service provider. (If this box is
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acts of None	the General Assembly, rate or fee	e changes, etc.), and when will they take ef	service (e.g., ordinances, resolutions, local fect?
7. Pers Phone	on completing form: Greg Wea number: (706)295-6485	Date completed: May	y 25, 1999
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stion below		for each service listed on page 1, Section III. Use exactly ecessary. If the contact person for this service (listed at the	
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		es the agreed upon delivery arrangement for the	is service:
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		rovide this service only within their incorporate ed areas. (If this box is checked, identify the go	
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are con	sistent with the service de	e contacted by state agencies when evaluating v livery strategy?	whether proposed local government projects

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estion below	of this form and complete one for	each service listed on page 1, Section III. Use exactly the essary. If the contact person for this service (listed at the bo	
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		s the agreed upon delivery arrangement for this	service:
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4. How None	will the strategy change the	previous arrangements for providing and/or fu	nding this service within the county?
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		will be used to implement the strategy for this s or fee changes, etc.), and when will they take ef	
	0	We athered as	
7. Perse Phone	on completing form: Greg number: (706)295-6485	Date completed: May	/ 25, 1999
are con	sistent with the service delive provide designated contact p	contacted by state agencies when evaluating where y strategy? Yes X No erson(s) and phone number(s) below:	hether proposed local government projects
	D. J. C M.	ager, (706)657-4265	

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uestion below		h service listed on page 1, Section III. Use exactly the ry. If the contact person for this service (listed at the bol	same service names listed on page 1. Answer each to the page) changes, this should be reported to the
County:	Dade	Service: Planning/Zoni	ng
1. Chec	k the box that best describes the	agreed upon delivery arrangement for this	service:
	Service will be provided count (If this box is checked, identify	ywide (i.e., including all cities and unincorp the government, authority or organization p	orated areas) by a single service provider. providing the service.)
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		e this service only within their incorporated reas. (If this box is checked, identify the gov	
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		be used to implement the strategy for this so be changes, etc.), and when will they take eff	
7 Dame	on completing form: Greg We	athersby	
Phone i	number: (706)295-6485	Date completed: May	25, 1999
are con If not, j	sistent with the service delivery provide designated contact personal designated conta	on(s) and phone number(s) below:	ether proposed local government projects
Paul P	age, Dade County Manage	EI, (700)057-4265	

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Intv. A	Dade	Service: Property Apprai	isal
		es the agreed upon delivery arrangement for this set	
X	Service will be provided c	countywide (i.e., including all cities and unincorpor entify the government, authority or organization pro	rated areas) by a single service provider.
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	One or more cities will provided in unincorporate providing the service.)	ovide this service only within their incorporated bo d areas. (If this box is checked, identify the govern	oundaries, and the service will not be ument(s), authority or organization
		ovide this service only within their incorporated bo ted areas. (If this box is checked, identify the gove	
	Other. (If this box is check identify the government, a	ked, attach a legible map delineating the service authority, or other organization that will provide ser	area of each service provider, and rvice within each service area.)
identifi	ed?	e overlapping service areas, unnecessary competitio	on and/or duplication of this service
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	Government or Authority:	Funding Method:	
	County	General Fund	
Dade	County	General Fund	ing this service within the county?
Dade	County		ing this service within the county?
Dade	County	General Fund	ing this service within the county?
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Dade 4. How None	v will the strategy change th any formal service delivery	General Fund	
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inty: Dade	Service: Road & Street	Construction/Maintenance
	bes the agreed upon delivery arrangement for this s	ervice:
	countywide (i.e., including all cities and unincorpo dentify the government, authority or organization p	
	l only in the unincorporated portion of the county b vernment, authority or organization providing the s	
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Local Government or Authority:	Funding Method: General Fund, SPLOST, LARP	
Dade County Trenton	General Fund, LARP	
		diam.
4. How will the strategy change t None	the previous arrangements for providing and/or fun	ding this service within the county?
None 5. List any formal service deliver this service:	ry agreements or intergovernmental contracts that w	vill be used to implement the strategy for
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inty: Dade	Service: Senior Citizens Program
	bes the agreed upon delivery arrangement for this service:
	countywide (i.e., including all cities and unincorporated areas) by a single service provider. dentify the government, authority or organization providing the service.)
	only in the unincorporated portion of the county by a single service provider. (If this box is vernment, authority or organization providing the service.)
	provide this service only within their incorporated boundaries, and the service will not be ted areas. (If this box is checked, identify the government(s), authority or organization
One or more cities wil the service in unincorp providing the service.)	provide this service only within their incorporated boundaries, and the county will provide rated areas. (If this box is checked, identify the government(s), authority or organization
identify the government Dade County prov	ecked, attach a legible map delineating the service area of each service provider, and , authority, or other organization that will provide service within each service area.) les service county-wide. The City of Trenton makes financial contributions. re overlapping service areas, unnecessary competition and/or duplication of this service
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	ated under the strategy, attach an implementation schedule listing each step or action that he responsible party and the agreed upon deadline for completing it.
enterprise funds, user fees, gen bonded indebtedness, etc.).	rity that will help to pay for this service and indicate how the service will be funded (e.g., al funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees,
Local Government or Authority Dade County	Funding Method: General Fund, Federal Grants
Trenton	General Fund
4. How will the strategy change None	the previous arrangements for providing and/or funding this service within the county?
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nty: L	Dade	Service: Sewer Collec	ction & Disposal
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	(If this box is checked, iden	tify the government, authority or organization	n providing the service.)
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		vide this service only within their incorporate ad areas. (If this box is checked, identify the g	
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nstructions: Make copies of this form and complete one for each se uestion below, attaching additional pages as necessary. I Department of Community Affairs.	rvice listed on page 1, Section III. Use exact the contact person for this service (listed a	kactly the same service names listed on page 1. Answer each at the bottom of the page) changes, this should be reported to the
County: Dade	Service. Sewer Co	ollection & Disposal
1. Check the box that hest describes the ag		
Service will be provided countyw (If this box is checked, identify the	e government, authority or organiz	nincorporated areas) by a single service provider. zation providing the service.)
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identify the government, authorit	y, or other organization that will pr	e service area of each service provider, and rovide service within each service area.) e areas outside the City. ompetition and/or duplication of this service
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		d indicate how the service will be funded (e.g., notel/motel taxes, franchise taxes, impact fees,
Trenton	User Fees, SPLOST	9
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None		d/or funding this service within the county?
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		
 6. What other mechanisms (if any) will be acts of the General Assembly, rate or fee of The Dade County Water & Sewer A 7. Person completing form: Greg Weath Phone number: (706)295-6485 	changes, etc.), and when will they t Authority collects user fees for hersby	
	ted by state agencies when evaluat ategy?	ting whether proposed local government projects

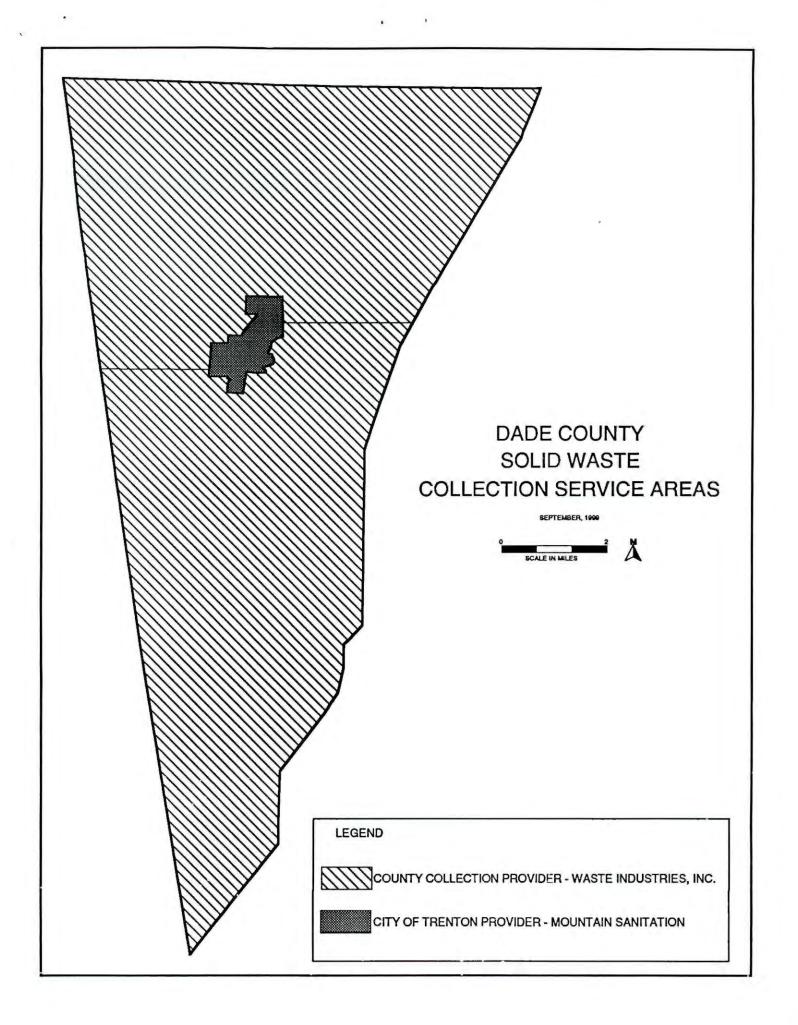
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	y, attaching additional pages as necessary Community Affairs.	. If the contact person for this service (listed at the be	ottom of the page) changes, this should be reported to the
County: <u></u>	ade	Service: Social Service	25
1. Chec	k the box that best describes the	agreed upon delivery arrangement for this	service:
Ø	Service will be provided county (If this box is checked, identify Dade County	wide (i.e., including all cities and unincor the government, authority or organization	porated areas) by a single service provider. providing the service.)
	Service will be provided only in	the unincorporated portion of the county nt, authority or organization providing the	by a single service provider. (If this box is service.)
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4. How None	will the strategy change the prev	ious arrangements for providing and/or fu	nding this service within the county?
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Agreen	ent Name:	Contracting Parties:	Effective and Ending Dates:
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7. Perso Phone	on completing form: Greg Wea number: (706)295-6485	Date completed: May	/ 25, 1999
are con If not, j	s the person who should be conta sistent with the service delivery s provide designated contact person age, Dade County Manager	trategy? \Box Yes Δ No $h(s)$ and phone number(s) below:	hether proposed local government projects

inty:	Dade	Service: Soil Conservation	on
		s the agreed upon delivery arrangement for this se	
X		ountywide (i.e., including all cities and unincorpor ntify the government, authority or organization pro-	
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	Government or Authority:	Funding Method:	
	County	General Fund, State	
Dade	County		ing this service within the county?
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question below		ervice listed on page 1, Section III. Use exactly the sa If the contact person for this service (listed at the botton		
County: D	ade	Service: Solid Waste Col	lection	
		greed upon delivery arrangement for this se		
		vide (i.e., including all cities and unincorpor ne government, authority or organization pro		
	Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)			
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identifie	identify the government, authorit Collection services are provided services inside the City of Trento veloping the strategy, were overla d? Yes XNo conditions will continue under the	ach a legible map delineating the service y, or other organization that will provide ser in unincorporated areas of the entire County n provided by Mountain Sanitation. pping service areas, unnecessary competition estrategy, attach an explanation for contin	within each service area.) by Waste Industries Inc. Collection on and/or duplication of this service using the arrangement (i.e., overlap-	
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Dade (General Fund, Franchise Fee		
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Phone n	umber: (706)295-6485	Date completed: May 2	5, 1999	
are cons If not, p	s the person who should be contact sistent with the service delivery sta rovide designated contact person(age, Dade County Manager,	s) and phone number(s) below:	her proposed local government projects	



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County: Dade Service: Solid Waste Collection			Collection
		greed upon delivery arrangement for this	
	Service will be provided countyw (If this box is checked, identify the	vide (i.e., including all cities and unincorne government, authority or organization	porated areas) by a single service provider. providing the service.)
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	ent Name:	Contracting Parties:	Effective and Ending Dates
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acts of t None		changes, etc.), and when will they take et	
8. Is thi		ted by state agencies when evaluating w	hether proposed local government projects

FROM * DADE COUNTY

PHONE NO. : 7066575116

Aug. 30 1999 10:50AM P4

A RESOLUTION

WHEREAS, The Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare local comprehensive solid waste management plans; and

WHEREAS, the City of Trenton, Georgia has compiled, reviewed and modified an update to the Dade County Solid Waste Management Plan including the City of Trenton (1993); and

WHEREAS, the City of Trenton, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including the minimum public participation requirements;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Trenton that the document entitled: Dade County, Georgia Solid Waste Management Plan Update, Supplement (November 1998) be officially approved and adopted.

15T DAY OF March, 1999. SO RESOLVED THIS

Mayor

ATTEST:

City Clerk

None

7. Person completing form: Greg Weathersby Phone number: (706)295-6485

Date completed: May 25, 1999

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 X No If not, provide designated contact person(s) and phone number(s) below:

Paul Page, Dade County Manager, (706)657-4265

M DADE COLLINE

stion below		ervice listed on page 1, Section III. Use exactly the san if the contact person for this service (listed at the bottom			
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	One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)				
	One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)				
	Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and dentify the government, authority, or other organization that will provide service within each service area.)				
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7. Perso Phone i	on completing form: Greg Weath number: (706)295-6485	Date completed: May 25	, 1999		
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estion below		ch service listed on page 1, Section III. Use exactly the ary. If the contact person for this service (listed at the bo	e same service names listed on page 1. Answer each to the page) changes, this should be reported to the	
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Local Government or Authority:	Funding Method:			
Dade County Trenton	General Fund Hotel/Motel Tax, General Fund	ad		
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Hotel/Motel Tax Ordinance	City of Trenton			
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7. Person completing form: Greg Wear Phone number: (706)295-6485	hersby Date completed: M	lay 25, 1999		
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ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF TRENTON, GEORGIA TO PROVIDE FOR THE IMPOSITION, LEVY AND COLLECTION OF A TAX UPON THE FURNISHING FOR VALUE TO THE PUBLIC OF ANY ROOM OR ROOMS, LODGING OR ACCOMMODATIONS FURNISHED BY ANY PERSON OR LEGAL ENTITY WITHIN THE LIMITS OF THE CITY OF TRENTON, GEORGIA FOR OPERATING A HOTEL, MOTEL, INN, OR ANY OTHER PLACE IN WHICH ROOMS, LODGINGS OR ACCOMMODATIONS ARE REGULARLY FURNISHED FOR VALUE; PROVIDING FOR THE TAX RATE; PROVIDING FOR COLLECTION OF THE TAX BY THE OPERATOR; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REGISTRATION OF OPERATORS AND CERTIFICATES OF TAXING AUTHORITY; PROVIDING FOR A DUE DATE AND REQUIRING TAX RETURNS; PROVIDING FOR A REMITTANCE OF THE TAXES COLLECTED; PROVIDING FOR A COLLECTION FEE FOR OPERATORS; PROVIDING FOR DETERMINATION OF TAX DEFICIENCIES, INTEREST ON UNPAID TAXES AND PENALTIES; PROVIDING FOR DETERMINATION OF TAXES WHEN NO REQUIRED TAX RETURN IS MADE; PROVIDING FOR ACTIONS FOR THE COLLECTION OF TAXES; PROVIDING FOR ADMINISTRATION AND ENFORCEMENT; PROVIDING FOR LIMITED CONFIDENTIALITY OF INFORMATION AND DOCUMENTS; PROVIDING FOR PUNISHMENT FOR VIOLATION OF ANY PROVISIONS OF SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Commission of the City of Trenton, and it is hereby ordained by authority of same that the Code of Ordinances of the City of Trenton, Georgia, be and the same is hereby amended by adding a Chapter entitled "Motel-Hotel Excise Tax", which said Chapter and its Sections shall read as follows:

Section 1: Definitions.

The following words, terms and phrases shall for the purposes of this Chapter and except where the context clearly indicates a different meaning, be defined as follows:

(a) "Person". A individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, non-profit corporation, or cooperative non-profit membership, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number, excepting the United States of America, the State of Georgia and any political subdivision of either thereof upon which the City is without power to impose the tax herein provided.

(b) <u>"Operator"</u>. Any person operating a motel or hotel in the City of Trenton, Georgia, including, but not limited to, the owner or proprietor of such premises, the lessee, sub-lessee, lender in possession, licensee or any other person otherwise operating such motel or hotel.

(c) <u>"Occupant" or "Guest"</u>. Any person, who, for a consideration, uses, possesses, or has the right to use or possess any room in a hotel or motel under any lease, concession, permit, right of access, license to use, or other agreement, or other- wise.

(d) <u>"Occupancy"</u>. The use or possession, or the right to the use or possession of any room or apartment in a motel or hotel, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.

(e) <u>"Motel"</u>. Any structure or any portion of a structure, including any motel, lodging house, rooming house, dormitory, studio hotel, motel, motel/hotel, auto court, inn, public club, or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy, by guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention or other buildings in which human beings are housed and detained under legal restraint.

(f) <u>"Guest Boom"</u>. A room occupied, or intended, arranged, or designed for occupancy, by one or more occupants for the purpose of living quarters or residential use.

(g) <u>"Rent".</u> The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant without any deduction therefrom whatsoever.

(h) "Clerk". The Clerk of the City Commission of the City of Trenton.

(i) "Return". Any return filed or required to be filed as herein provided.

(j) "City". The City of Trenton, Georgia.

(k) <u>"Tax"</u>. The tax imposed by this Chapter.

(1) "Monthly". A calendar month.

(m) "Due Date." The 20th day after the end of the monthly period for which tax is to be computed

There is hereby levied and imposed, and there shall be paid a tax of five percent of the rent for every occupancy of a guest room in a motel in the City, provided that levy and collection of that portion of such tax amounting to two methed in the City, provided that levy and collection of the purpose of promoting tourism, conventions and trade shows, or for other purposes provided in O.C.G.A. Section 48-13-51 (a) (3) shall be suspended during periods of time during which the City has no contract for the expenditure of such funds with the state, a department of the state government, a state authority, or a private sector non-profit organization, or a contract: or contracts with some combination of such entities. Written notice of the dates of the beginning and ending of such periods of suspension shall be given to each operator of a motel in the City on or before the date immediately preceding the date each period begins and ends by the Clerk of the Commission or such person as may be designated by him or her to give such notice. Such notice shall be deemed sufficient if delivered to any person authorized to collect rent for the operator of the motel to whom notice is required to be given.

Such tax shall be paid upon any occupancy occurring on or after January 1, 1999, although such occupancy is had pursuant to a contract, lease, or other arrangement prior to such date where rent is paid, or charged or billed, or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the month of January, 1999 and any portion of any monthly period thereafter.

No tax shall be levied as provided in this Section upon the fees or charges for any rooms, lodgings, or accommodations furnished for a period of more than ten consecutive days or for use as meeting rooms.

Section 3. Collection of Tax by Operator.

It shall be the duty of every operator of a motel located within the City of Trenton to collect from the occupants the tax levied and imposed upon the occupany of guest rooms by the provisions of this Chapter.

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Section 4. Exemptions.

Notwithstanding any other provision of this Chapter, no tax shall be levied as provided in this Chapter upon the fees or charges for any rooms, lodgings, or accommodations furnished for use by Georgia State or local government officials or employees when traveling on official business.

Section 5. Registration of Operator.

Every person engaging or about to engage in business as an operator of a motel in this City shall immediately register with the Clerk of the City Commission on a form provided by said Clerk. Persons engaged in such business must so register no later than fifteen days after the date this Chapter becomes in effect, but such privilege or registration after the imposition of such tax shall not relieve any person from the obligation of payment or collection on or after the date of imposition thereof. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place or places of business and such other information which would facilitate the collection of the tax as the Clerk may require. The registration shall be signed by the owner if a natural person, by a member or partner in case of ownership by an association or partnership; and by an executive officer in case of ownership by a corporation.

A separate registration shall be required for each place of business for an operator.

Should the Clerk of the City Commission deem it necessary, in order to facilitate registration, he or she may prescribe administrative provisions therefore other than those provided in this Section. Such provisions shall be made to effect the purposes hereof.

Section 6. Certificate of Taxing Authority.

Upon the registration of an operator as hereinbefore provided the Clerk of the City shall issue to such operator without charge a certificate of authority to collect the tax from the occupants stating the name and location of the business to which it is applicable. Such certificates shall be nonassignable and non transferable and shall be returned immediately to the Clerk upon the cessation of business by the registered operator at the loca-I tion named or upon sale or transfer of such business at said location.

Section 7. Due date of Taxes.

All taxes levied and imposed by this Chapter shall be due and payable to the City of Trenton on or before the 20th day of every month next succeeding each respective monthly period in which such taxes are collected.

Section 8. Return and Time of Filing; Remittance of Tax.

On or before the 20th day of the month following each monthly period, a return for the preceding monthly period shall be filed with the Clerk of the City Commission, in such form as the Clerk may prescribe, by every operator liable for the payment of tax hereunder.

All returns shall show the gross rent, exempt rent, taxable rent, amount of taxable rent, collected or otherwise due for the monthly period for which filed, and such other information as may be required by the Clerk and shall be accompanied when filed by remittance of the net amount of tax due.

Section 9. Collection Fee allowed Operators.

Operators collecting the tax levied hereunder shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and payment of the amount due, if said amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized per deductions from state sales and use tax under O.C.G.A. Section 48-8-50, as now or hereafter amended.

Section 10. Deficiency determinations.

(a) <u>Recomputation of Tax; authority to make; basis of recomputation.</u> If the, Clerk of the City Commission is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the City by any person, he or she may compute and determine the amount required to be paid upon the basis of any information in his or her possession or which may come into 'his or her possession. One or more than one deficiency determination may be made of the amount due for one or more than one monthly payment.

(b) <u>Interest on deficiency</u>. The amount of the unpaid tax found to be due shall bear interest at the rate of 3/4 of one percent per month from and after the 20th day of the month following the monthly period for which the amount should have been returned until the date of such payment of such tax and interest.

(c) <u>Offsetting of overpayments</u>. In making a determination, the Clerk may of--:set overpayments for a period, or periods, against unpaid tax round to be due for another period or periods, against penalties, and against the interest on such unpaid tax.

(d) <u>Notice of determination; service of</u>. The Clerk, or his or her designated representative, shall give to the operator written notice of his or her determination. The notice may be served personally or by mail. If by mail, such service shall be addressed to the operator at his address as it appears in the records of the Clerk.

(e) Time within which notice of deficiency determination to be mailed. Except in the case of failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the calendar month following the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period shall last expire.

Section 11. Determination if no return made.

(a) <u>Estimate of gross receipts.</u> If any operator fails to make a return, the Clerk of the City Commission shall make an estimate of the amount of the gross receipts of the operator or as the case may be, of the amount of the total rentals in this City which are subject to the tax. The estimate shall be made for the period or periods in respect to which the person failed to make the return and shall be based upon any information which is or may come into the possession of the Clerk. Upon the basis of this estimate the Clerk shall compute and determine the amount required to be paid to the City, adding to the sum thus determined a penalty equal to fifteen percent thereof. One or more determinations may be made of the amount due for one or for more than one monthly period.

(b) <u>Offsetting of overpayments.</u> In making a determination, the Clerk may offset overpayments for a period, or periods, against unpaid tax found to be due for another period or periods, against penalties, and against interest on unpaid tax found to be due. The interest on such unpaid tax shall be computed in the manner set forth in Section 10 (b) hereof.

(c) <u>Interest on amount found due</u>. The amount of the unpaid tax found to be due shall bear interest at the rate 3/4 of one percent per month from and after the 20th day of the month following the monthly period for which the amount should have been

returned until the date of payment of such tax, penalties and interest.

(d) <u>Notice of determination; service of.</u> Promptly after making his or her determination, the Clerk shall give to the operator written notice of his or her determination, which notice may be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

Section 12. Collection of Tax.

(a) Action for tax; time for. When it is determined by a return filed, or by the Clerk having made a determination under the provisions of Sections 10 and 11 of this Chapter, that tax is due and payable to the City of Trenton under the provisions of this Chapter, the City Clerk may at anytime within three years after determination that such tax is due and payable bring an action in the Courts of this state, of any other state, or of the united Stated in the name of the City to collect the amount of tax payable to the City together with interest thereon and penalties, court costs, attorney's fees and other fees incident thereto. The bringing of such an action shall not be a prerequisite for the issuance of a fi. fa. under the provisions of subparagraph (d) hereof.

(b) <u>Duty of successors or assignees of operator to withhold tax from purchase money.</u> If any operator liable for any amount of tax under this Ordinance sells or transfers his business, his successors or assigns shall withhold a sufficient amount of the interest thereon and penalties and pay such sum over to the City unless the operator liable for such tax delivers to such purchaser or transferee, as the case may be, at the time of such sale or transfer, a certificate from the Clerk showing that all tax returns of such operator have been filed and all taxes shown as being payable on said returns have been paid in full.

(c) <u>Liability for failure to withhold; time to enforce successor's liability.</u> If the purchaser or transferee of a business fails to withhold the required amount of the purchase [rice, he shall be personally liable for the payment of the purchase price, valued in money. The time within which the obligation of a successor shall be enforced shall start to run at the time the operator sells or transfers his business, or at the time that the determination against the operator becomes final; whichever event occurs the later.

(d) <u>Issuance of fi. fa.</u> The Clerk is hereby authorized to issue a fi. fa.. for execution and levy to satisfy the amount of any tax, penalty or interest due not paid under the provisions of this Chapter.

Section 13. Administration of Chapter.

(a) <u>Authority of the Clerk.</u> The Clerk of the Commission under the supervision of the Commission, shall administer and enforce the provisions of this Chapter for the levy and collection of the tax imposed by this Chapter.

(b) <u>Rules and Regulations.</u> The Clerk shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this Chapter or other ordinances of the City of Trenton, or the laws of the State of Georgia, or the Constitution of this State or the United States, for the administration and enforcement of the provisions of this Chapter and the collection of the taxes hereunder.

(c) <u>Records required from operators, etc.</u>; form. Every operator shall keep such records, receipts, invoices, and other pertinent papers in such form as the Clerk of the City Commission may require.

(d) <u>Examination of Records; audits.</u> The Clerk, or any person authorized in writing by him or her, may examine the books, records, financial reports, equipment and other facilities of any operator in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount of tax required to be paid.

(e) <u>Authority to require reports; contents.</u> In administration of the provisions of this Chapter, the Clerk may require the filing of reports by any person or class of persons having in such person's or persons' possession or custody information relating to rental of guest rooms which are subject to the tax. The reports shall be filed with the Clerk when required by the Clerk and shall set forth the rental charged for each occupancy, the date or date; of occupancy, and such other information as the Clerk may require.

(f) Limitation on disclosure of business of operators, etc. The Clerk or any person 'having an administrative duty under this Chapter shall not make known in any manner the business affairs, operations, or information obtained by an audit of books, papers, records, financial reports, equipment and other facilities of any operator or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof, set forth or disclosed in any return, or permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person not having such administrative duty under this Chapter, except in case of judicial proceedings or necessary to collect the tax hereby levied and assessed. Successors, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, may be given information as to the items included in the measure and amount of unpaid tax amounts of tax, interest and penalties required to be collected. The City shall not be responsible for nor liable to any operator for the disclosure of information or documents as required by the Open Records Act of Georgia or any other state or federal law.

Section 14. Agents for receiving notices.

When registering pursuant to section 5 hereof, each operator shall appoint: in writing, an agent to receive for the operator any notice required to be given to the operator under the provisions of this Chapter, stating the full name, street address, mailing address and telephone number of such agent. Such agent shall be either an individual resident of the City or an employee of the operator who regularly works at the operator's place of business on a daily basis, and the appointment of the agent must be accompanied by the written consent of such agent to serve as agent for the operator. Such agent may be changed from time to time by an appointment of, and consent of a successor agent. The operator is required to have such an agent at all times and should an agent cease to be a resident of the City or an employee regularly working at the operator's place of business in the City of Trenton, as the case may be, the operator shall immediately file a written appointment of a new agent and such agent's consent to serve as such with the Clerk Any agent so appointed by an operator shall be authorized to receive for and on behalf of the operator any notice required to be given to the operator by the provisions of this Chapter. Delivery of any such notice to such agent, in person or by mail, shall be sufficient to meet the requirements of this Chapter and such notice shall be binding on the operator. This method of giving notice to operators is supplementary and cumulative of the other methods of giving notice set forth in this Chapter.

Section 15. Violation; fines and punishment.

Any person violating any of the provisions of this Chapter shall be deemed guilty of an offense and upon conviction thereof shall be punished as provided in the Code of ordinances of the City of Trenton. Each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of the Chapter is committed, continued or permitted by such person, and shall be punished accordingly.

Any operator or other person who fails to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplementary return or other data required by the Clerk, or who renders a false or fraudulent return shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid. Any person required to make, render, sign, or verify any report who makes any false or fraudulent report with intent to defeat or evade the determination of an amount due required by this Chapter to be made shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid.

Section 16. Effective date.

This Chapter shall become effective and be enforced from and after the 1st day of January, 1999.

Section 17. Severability.

If any section, subsection, sentence, clause, phrase or a portion of this ordinance shall be declared invalid or unconstitutional by any Court of competent jurisdiction, or if the provisions of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this ordinance would have been adopted had such invalid portion not been include herein.

Section 18 Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED THIS $\underline{\mathcal{T}^{th}}$ DAY OF DECEMBER, 1998, by the Commission of the City of Trenton, Georgia, at the regular meeting of the Commission held at City Hall, Trenton, Georgia.

CITY OF TRENTON, GEORGIA.

Mayor

ATTEST:

etia Buchanan

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	Dade	Service: Transit			
1. Chec		he agreed upon delivery arrangement for this ser	vice:		
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		de this service only within their incorporated boureas. (If this box is checked, identify the government)			
		One or more cities will provide this service only within their incorporated boundaries, and the county will provide he service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)			
		her. (If this box is checked, attach a legible map delineating the service area of each service provider, and ntify the government, authority, or other organization that will provide service within each service area.)			
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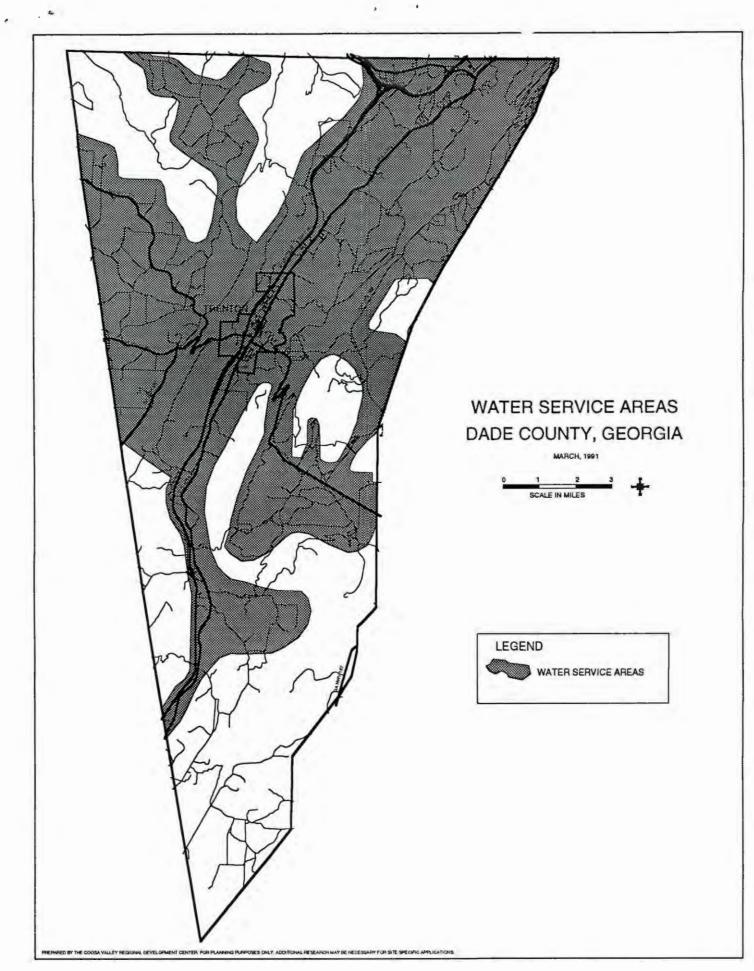
	Dade	Service: Voter Registra	tion		
I. Chec		he agreed upon delivery arrangement for this s			
	Service will be provided cou	ntywide (i.e., including all cities and unincorpo ify the government, authority or organization p	orated areas) by a single service provider.		
	Service will be provided only	y in the unincorporated portion of the county by ment, authority or organization providing the se	y a single service provider. (If this box is		
		ide this service only within their incorporated b areas. (If this box is checked, identify the gover			
		r more cities will provide this service only within their incorporated boundaries, and the county will provide rvice in unincorporated areas. (If this box is checked, identify the government(s), authority or organization ling the service.)			
		(If this box is checked, attach a legible map delineating the service area of each service provider , and fy the government, authority, or other organization that will provide service within each service area.)			
identifi	ed?	verlapping service areas, unnecessary competiti	on and/or duplication of this service		
If these ping bu		r the strategy, attach an explanation for conti O.C.G.A. 36-70-24(1)), overriding benefits of not be eliminated).			
		under the strategy, attach an implementation esponsible party and the agreed upon deadline f			
enterpr bonded	ise funds, user fees, general fu indebtedness, etc.).	that will help to pay for this service and indicat nds, special service district revenues, hotel/mot			
	Government or Authority:	Funding Method:			
Dade	County	General Fund			
	12-12-14 EX				
	4				
4. How	will the strategy change the p	revious arrangements for providing and/or fund	ling this service within the county?		
4. How None	will the strategy change the p	revious arrangements for providing and/or fund	ling this service within the county?		
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None 5. List this ser Agreen None 6. Wha acts of None	any formal service delivery ag vice: nent Name: t other mechanisms (if any) w	Contracting Parties:	Tryice (e.g., ordinances, resolutions, local		

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estion below	of this form and complete one for each , attaching additional pages as necessary Community Affairs.	service listed on page 1, Section III. Use exactly the If the contact person for this service (listed at the bo	e same service names listed on page 1. Answer each ttom of the page) changes, this should be reported to the	
ounty: D	ade	Service: Water Treatme	ent & Distribution	
		agreed upon delivery arrangement for this	service:	
x D	(If this box is checked, identify Dade County Water & Sew	wide (i.e., including all cities and unincorp the government, authority or organization ver Authority the unincorporated portion of the county l	providing the service.)	
	checked, identify the governme	this service only within their incorporated	service.)	
	provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)			
	One or more cities will provide this service only within their incorporated boundaries, and the county will provide he service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)			
		r. (If this box is checked, attach a legible map delineating the service area of each service provider, and ify the government, authority, or other organization that will provide service within each service area.)		
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If these ping bu	conditions will continue under th	ne strategy, attach an explanation for con C.G.A. 36-70-24(1)), overriding benefits o be eliminated).		
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Local Government or Authority:		Funding Method: SPLOST		
Dade County Dade Co. Water & Sewer Authority		Fees		
4 How	will the strategy change the prev	ious arrangements for providing and/or fu	nding this service within the county?	
None	and the strategy entities the pre-		in the second	
this serv		ments or intergovernmental contracts that Contracting Parties:	will be used to implement the strategy for Effective and Ending Dates:	
None			Enterne und Enternig Bates	
Tione				
		be used to implement the strategy for this s changes, etc.), and when will they take eff		
7. Perso Phone 1	on completing form: Greg Wea number: (706)295-6485	thersby Date completed: May	25, 1999	
8. Is thi are con If not, p		acted by state agencies when evaluating wh strategy? □ Yes 菡 No a(s) and phone number(s) below:		



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SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

PAGE3

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

County: Dade

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:

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. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

Dade county and the City of Trenton have signed resolutions which establish a process for disputes on property annextation and land use. (Copy attached)

4. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

The Dade County Water & Sewer Authority, City of Trenton and Dade County have signed an intergovernmental agreement which ensures new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances.

5. Person completing form: Greg Weathersby Phone number: (706)295-6485

Date completed: May 25, 1999

6. 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? \Box Yes \boxtimes No

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

Paul Page, Dade County Manager, (706)657-4265

MEMORANDUM OF AGREEMENT

BY AND BETWEEN CITY OF TRENTON, GEORGIA AND DADE COUNTY GEORGIA

Georgia law requires that there shall be coordinated and comprehensive planning by the several counties and muncipalities of the State of Georgia; and as a part of said planning and in order to comply with all applicable laws, the City of Trenton, Georgia and Dade County, Georgia, hereby enter into this Memorandum of Agreement, and agree between each other that, in the future, any extraterriorial water and sewer services by either of them shall be consistent with all applicable land use plans and ordinances all as provided by 0.C.G.A. & 36-70-24 (4)(B).

The effective date of this Agreement shall be July 1, 1999.

The agreement may be modified or amended in writing by joint approval of the County and City.

SO AGREED THIS 1st DAY OF JUNE, 1999.

DADE COUNTY, GEORGIA

ATTEST: CLERK

CITY OF TRENTON, GEORGIA

ATTEST:

SERVICE DELIVERY STRATEGY

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	CERTIFI	CATIONS	PAGE 4	
ities having 1990 populations of over 9,	by an authorized representative of the fol 000 residing within the county; and 4) no 90 populations below 500 and authorities opies of this page as necessary.	less than 50% of all ot her cities wit	h a 1990 population of betwee	en 500 and 9,000
SERVICE DELIVER	RY STRATEGY FOR	Dade	Cou	NTY
	ed representatives of the jurisdicti			
 accurate depiction of our Our service delivery strative manner (O.C. Our service delivery strative boundaries of a service provide delivery strative boundaries of a service provide delivery strative delivery	ategy provides that water or sewer provider are reasonable and are no pundaries of the service provider (ategy ensures that the cost of any s anty and one or more municipalitie unincorporated area residents, ind ; and lving land use disputes arising over	36-70-21); al government services in the fees charged to customers lo t arbitrarily higher than the fe O.C.G.A. 36-70-24 (2)); services the county governme es) primarily for the benefit o ividuals, and property owner	e most efficient, effective ocated outside the geogetes charged to custome ent provides (including of the unincorporated as s who receive such serv	ve, and raphic rs located those rea of the vice
(O.C.G.A. 36-70-24(4)).	NAME:	TITLE:	JURISDICTION:	DATE:
Ten Canto	(Please print or type) Tommy Lowery Gene Carter	Commission Chair Mayor	Dade County Trenton	

RESOLUTION R-11A-98

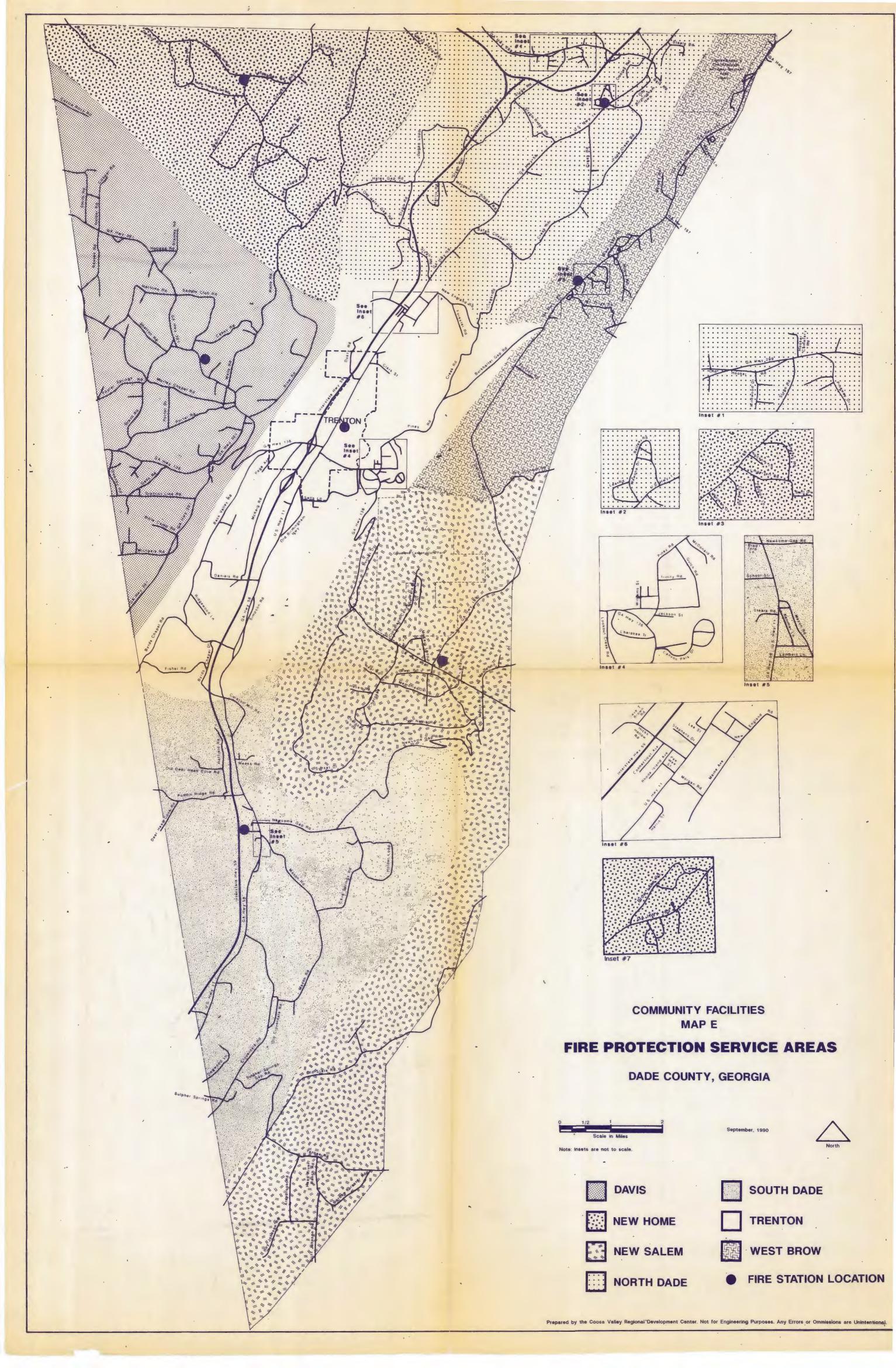
A JOINT RESOLUTION (CITY AND COUNTY) TO COMPLY WITH HOUSE BILL 489, SERVICE DELIVERY STRATEGY-RESOLVING LAND USE DISPUTES

The City of Trenton, Georgia (hereinafter " the City") and Dade County, Georgia (hereinafter " the County" hereby agree to implement the following process for resolving land use disputes over annexation effective July 1, 1998.

- Prior to initiating any formal annexation activities, the City will notify 1. the County of any 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 30 business days following receipt of the above information, the 2 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 to the City's proposed land use classification, providing supporting information and listing stipulations or conditions that would alleviate the County's objection(s).

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 30 day deadline, the City shall be 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), as defined in O.C.G.A. 36-36-11(b); the City will respond to the County in writing within 30 business days of receiving the county's objection (s) by either: (a) agreeing to implement the County's stipulations and conditions thereby resolving the County's objection(s); (b) agreeing with the County, 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 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. Any costs associated with the mediation will be paid for as follows: City portion-60% and the County portion-40%.
- 5. If after 30 business days the City and County cannot agree to resolution of the objection through mediation, the dispute shall be referred to a Board of Annexation Appeals which shall be composed of 3 members; one appointment by the City, one by the County, and one who must be a certified land use planning professional approved by both the City and County.
- 6. Members of the Board of Annexation appeals may not be elected officials, staff members or employees of the County or City.
- 7. The Board of Annexation Appeals shall make the final determination as to the applicability of the objection.
- 8. Within 30 calendar days of the rejection of the mediator's proposed resolution and after not less than 10 calendar days notice in a newspaper of general circulation, the Board of Annexation Appeals shall hold a public hearing to hear any comments as to the proposed annexation and/or the objections therein. Within 10 business days of the public hearing, the Board of Annexation Appeals shall render its decision, which shall be in the form of the following alternatives:
 - a. Approve the annexation based on the land use classification proposed.
 - b. Deny the annexation based on the land use classification objection.
 c. Approve the annexation based on the mediator's proposed resolution.





GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

Jim Higdon COMMISSIONER Roy E. Barnes GOVERNOR

MEMORANDUM

Honorable Tommy Lowery Chairman, Dade County Commission
Honorable Gene Carter Mayør, City of Trenton
Jim Higdon Commissioner
September 22, 1999

SUBJECT: Verification of Service Delivery Strategy

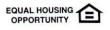
In accordance with the provisions of the Service Delivery Strategy law, we have determined that your strategy includes the necessary components and addresses the mandatory criteria identified in the law; and therefore, we are pleased to verify your strategy as meeting the requirements of the law.

It is our belief that preparing and implementing a service delivery strategy will assist communities in providing services to their citizens more effectively and efficiently. The benefits of your efforts can be maximized by using your strategy as a reference and management tool as you and other local governments make decisions concerning the provision of local services.

Please remember that the Service Delivery Strategy law states that "projects which are inconsistent with a strategy will be ineligible for state funding and permits." Therefore, prior to seeking future state grant, loan or permit assistance for local service improvements, you should ensure that such requests for assistance are consistent with the locally agreed upon service delivery strategy.

Also, keep in mind that local governments are required to revise their approved strategy when any one of the following conditions are met:

- 1. In conjunction with the update of your local government's comprehensive plan;
- 2. Whenever the service delivery or revenue distribution arrangements are changed (e.g., whenever the local governments within the County decide to change how a service is provided or funded); or
- 3. In the event of the creation, abolition or consolidation of local governments.





September 22, 1999 Page 2

With local governments such as Dade County and the City of Trenton preparing and carrying out rational service delivery strategies, Georgia's citizens can look forward to effective and efficient delivery of local services in the future. We commend you for your hard work and dedication and look forward to working with you in the future.

JH/kdm

cc: Senator Waymond Huggins Representative Brian Joyce Jerry Griffin, ACCG Jim Calvin, GMA James Layton, Executive Director Coosa Valley RDC