

Service

OLD

Delivery

Strategy

for

Gilmer County, Georgia

Ellijay, Georgia

and the

City of Ellijay

Adopted 10-25-99, 1999



I. GENERAL INSTRUCTIONS

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

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

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 governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

- *GILMER COUNTY
- *CITY OF ELLIJAY
- *GILMER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
- *ELLIJAY-GILMER COUNTY WATER/SEWER AUTHORITY
- *ELLIJAY HOUSING 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.

1. Economic Development
2. Tax Collection/Valuations
3. Court System
4. Library
5. Airport
6. Health & Human Services
7. Zoning
8. Planning
9. Construction & Code Enforcement
10. Housing Authority
11. Animal Control
12. E911
13. EMS
14. Bridge & Road Maintenance
15. Recreation Department
16. Law Enforcement
17. Jail/Inmate Housing
18. Water Treatment/Wastewater



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: GILMER COUNTY Service: ECONOMIC DEVELOPMENT

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Gilmer County, City of Ellijay, Ellijay-Gilmer County Water/Sewer Authority.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, Infrastructure User Fees
City of Ellijay	General Fund, Infrastructure User Fees
Ellijay-Gilmer County Water/Sewer Authority	General Fund, Infrastructure User Fees

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

No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County-City of Ellijay Ellijay-Gilmer County Water/ Sewer Authority	May 1999-Current

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

Same as #5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: September 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Economic Development
Parties: Gilmer County and City of Ellijay
Agreement:

The Gilmer County Industrial Development Authority (IDA) owns industrial properties in the incorporated areas of Ellijay and Gilmer County. The IDA encourages and coordinates county-wide industrial development through its existing financial programs.

The Gilmer County Chamber of Commerce promotes economic development throughout the county. The Chamber serves existing small businesses and promotes new business development.

The City of Ellijay provides additional economic development services within their incorporated boundary.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

PLEASE SIGN

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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County: GILMER COUNTY Service: PROPERTY TAX ASSESSMENT & COLLECTION

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Gilmer County, City of Ellijay
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority:	Funding Method:
Gilmer County	General Fund
City of Ellijay	General Fund

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

No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County/City of Ellijay	1999-Current

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

Same as #5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~SEP 20 2000~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Property Tax Assessment & Collection

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County provides tax assessment services to unincorporated and incorporated residents. Gilmer County collects County property taxes for unincorporated and incorporated areas.

In addition, the City of Ellijay provides municipal tax collection services for municipal property owners within its incorporated municipal boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE
DATE - - ▶

GILMER COUNTY

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk

PLEASE
SIGN - - ▶

PLEASE
SIGN - - ▶



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: GILMER COUNTY Service: COURTS

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
And to City of Ellijay.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, Fines, Forfeitures
City of Ellijay	General Fund, Fines, Forfeitures

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

No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County - City of Ellijay	Sept. 1999 - Current

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

Same as #. 5

7. Person completing form: Rayburn Smith/ Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~SEPT 20 1999~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Courts

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County provides Superior Court, Magistrate Court, Probate Court and Juvenile Court Services for the unincorporated areas and incorporated areas of Gilmer County. The City of Ellijay provides court services for cases in which the municipal court has jurisdiction under state law and city charter.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE ->

GILMER COUNTY

PLEASE SIGN ->

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN ->

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Gilmer County Service: Library

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
City of Ellijay.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
Sequoyah Regional Library System (funded by County and City of Ellijay directly to Library System).

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, Federal & State Grants, User Fees
City of Ellijay	General Fund, Federal & State Grants, User Fees

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept. 1999

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: September 27, 1999 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Library

Parties: Gilmer County and City of Ellijay

Agreement:

The Sequoyah Regional Library System serves Gilmer County. Gilmer County Library is affiliated with the regional system. The Sequoyah Regional Library System provides support services (i.e. acquisition, distribution, cataloging and processing of books) to the library located in Gilmer County. The Sequoyah Regional Library System receives funding from the State of Georgia, each of the participating regional county governments, some local Board of Education departments and City of Ellijay and Gilmer County.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE -->

GILMER COUNTY

PLEASE SIGN -->

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN -->

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Gilmer County Service: Airport

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, Federal & State Grants, User Fees.

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept 20, 1999 -Current

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

Same as #5

7. Person completing form: Rayburn Smith/ Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~XXXXXXXXXXXXXXXXXXXX~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Airport

Parties: Gilmer County and City of Ellijay

Agreement:

The Gilmer County Airport Authority serves the unincorporated areas of Gilmer County. The Airport Authority is the administrative/advisory body to the Gilmer County Board of Commissioners for airport operations and recommendations for improvements to the airport. The Gilmer County Board of Commissioners appoint members to the Airport Authority.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk

PLEASE SIGN

PLEASE SIGN



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Gilmer County Service: Health & Human Services

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority:	Funding Method:
City of Ellijay	General Fund, State, Federal, Client Fees
Gilmer County	General Fund, State, Federal, Client Fees

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept. 1999-Current

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: September 20, 2000 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Health and Human Services

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County Health Department provides its unincorporated residents with basic preventative care, immunizations, inspections, and program administration. The Health Department is funded through County, State, City funding and Client fees. One health clinic exists in Gilmer County.

The Gilmer County Senior Center soon to be completed, will provide its unincorporated and incorporated residents with an array of services geared to assist senior citizens within the County. This service is funded by County, State of Georgia, Federal & Private funds.

The Gilmer Day Care Center will provide its unincorporated and incorporated residents with an array of services. This service is funded by County, State of Georgia, Federal & Private funds.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE
DATE

GILMER COUNTY

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
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County: Gilmer County Service: Zoning

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
City of Ellijay
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

Local Government or Authority: Funding Method:

City of Ellijay	General Fund, User Permit Fees.

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	City of Ellijay	1999 - Current

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

Same as # 5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~XXXXXX~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Zoning

Parties: Gilmer County and City of Ellijay

Agreement: Gilmer County provides no Zoning to the unincorporated area of the County. The City of Ellijay provides Zoning within their incorporated boundaries. Each governing body of a jurisdiction that provides Land Use Regulations/Ordinances has the authority to decide cases involving rezoning, special use and variance at advertised public hearings.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE--▶

GILMER COUNTY

PLEASE SIGN--▶

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN--▶

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Gilmer County Service: Planning

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
City of Ellijay.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority:	Funding Method:
Gilmer County	General Funds, User Fees.
City of Ellijay	General Fund

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept., 1999 - Current

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

Same as #5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~XXXXXXXXXXXX~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Planning

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County provides Planning Services to the unincorporated areas of the County.
The City of Ellijay provides Planning services within their incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

PLEASE SIGN

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Gilmer County Service: Construction & Code Enforcement

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
City of Ellijay.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

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

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

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

Local Government or Authority:	Funding Method:
Gilmer County	Enterprise Fund User Fee
City of Ellijay	General Fund, User Fee

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County & City of Ellijay	Sept. 1999 - Current

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

Same as #5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~September 10-25-99~~

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

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

SERVICE DELIVERY AGREEMENT

Service: Construction & Code Enforcement

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County provides Construction and Code Enforcement (Building Inspection) services to unincorporated areas of the County. The City of Ellijay provides such services within its incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

By: Al Hoyte
Al Hoyte, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Gilmer County Service: Housing Authority

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
City of Ellijay.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority: Funding Method:

Ellijay Housing Auth.	User Fees, HUD

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept. 1999-Current

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

Same as #5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: September 20, 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 no

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

SERVICE DELIVERY AGREEMENT

Service: Housing Authority

Parties: City of Ellijay

Agreement:

The Ellijay Housing Authority provides low income public housing to residents who qualify for government subsidized housing. Construction, maintenance and operation of the housing authority projects are partially funded by rental income and by a subsidy from the U.S. Department of Housing and Urban Development (HUD) to pay for the remainder of the operating expense.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE -->

GILMER COUNTY

PLEASE SIGN -->

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN -->

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Gilmer County Service: Animal Control

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

SEE AGREEMENT ATTACHED

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

yes no Overlapping but higher levels of service by City per O.C.G.A. sec.36-70-24

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	XXXXXX General Fund
City of Ellijay	General Fund

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept 1999 - Current

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~September 20, 1999~~ XXXXXXXXXXXXXXXXXXXX 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Animal Control

Parties: Gilmer County and City of Ellijay

Agreement:

The Gilmer County provides animal control services to the County. The City of Ellijay provides cooperative efforts animal control within its city limits.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE -->

GILMER COUNTY

PLEASE SIGN -->

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN -->

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Gilmer County Service: Emergency Management Services

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

- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

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

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

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

Local Government or Authority: Funding Method:

<u>Gilmer County</u>	<u>General Fund, User Fees</u>

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<u>Service Delivery Agreement</u>	<u>Gilmer County, City of Ellijay</u>	<u>Sept. 1999-Current</u>

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

Same as #5

7. Person completing form: Raybrun Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~XXXXXXXXXXXX~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Emergency Management Services

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County provides Emergency Management Services (EMS), communications (E-911) and fire, police and rescue units to Gilmer County's unincorporated and incorporated residents. (See attached 911 agreement).

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk

**** Litigation is currently pending between the City of East Ellijay and Gilmer County regarding E-911 services and payments of fees related to those services. Thus, the City of Ellijay and Gilmer County expressly reserve taking any action pending the outcome of that litigation.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Gilmer County

Service: Road & Bridge Construction/Maintenance

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

Gilmer County to provide maintenance to all county roads and bridges; City of Ellijay to provide maintenance to for the City through its own road maintenance department also.

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

yes no Overlapping but higher level of service by City per O.C.G.A. sec. 36-70-24

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	DOT, General Fund
City of Ellijay	DOT, General Fund

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	Sept , 1999-Current

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

Same as #5

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711

Phone number: 706-635-4361 Date completed: ~~September 20, 1999~~ 10-25-99

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

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

SERVICE DELIVERY AGREEMENT

Service: Road and Bridge Maintenance

Parties: Gilmer County and City of Ellijay

Agreement:

The Gilmer County Road Department provides maintenance to all county roads and bridges in Gilmer County. The City's of Ellijay has its own road maintenance department.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

PLEASE SIGN

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Gilmer Service: Parks & Recreation

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

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

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

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

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

City of Ellijay in City and County for unincorporated areas.

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

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

yes no

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, User Fees, Rental Fees, Grants
City of Ellijay	General Fund, User Fees, Rental Fees, Grants

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	1999 - Current

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711
 Phone number: 706-635-4361 Date completed: September 20, 10-25-99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY AGREEMENT

Service: Parks and Recreation

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County and the City of Ellijay offers a range of recreational services that is available to all county residents.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE

GILMER COUNTY

PLEASE SIGN

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN

By: Al Hoyt
Al Hoyt, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Gilmer County Service: Law Enforcement

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

County to provide service to entire county. City of Ellijay to provide service to city.

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

yes no Overlapping but higher level of service by City per O.C.G.A. sec. 36-70-24

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, Fines, Forfeitures, Grants
City of Ellijay	General Fund, Fines, Foreitures, Grants

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County/Municipalities	1999-Current

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711
 Phone number: 706-635-4361 Date completed: September 20, 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 no
 If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY AGREEMENT

Service: Law Enforcement

Parties: Gilmer County and City of Ellijay

Agreement:

The Gilmer County Sheriff's Department is available to incorporated and unincorporated areas of Gilmer County. The City of Ellijay provides Law Enforcement services within its respective municipal boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE -->

GILMER COUNTY

PLEASE SIGN -->

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners
Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN -->

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay
Attest: Sandra Sales
Sandra Sales, City Clerk



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

County: Gilmer County Service: Jails

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

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

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

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

Local Government or Authority:	Funding Method:
Gilmer County	Inmate Lodging Fees, Gilmer County Jail Fund, General Fund
City of Ellijay	Up to ten Percent add-on Surcharge for municipal fines to house prisoners

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County, City of Ellijay	May 1999-Current

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711
Phone number: 706-635-4361 Date completed: ~~SEPTEMBER 20XX 1999~~ 10-25-99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY AGREEMENT

Service: Jails

Parties: Gilmer County and City of Ellijay

Agreement:

Gilmer County provides Jail Services for the unincorporated areas and incorporated areas of Gilmer County. The City of Ellijay maintains and operates a Police Department and may add up to ten percent to all fines relating to city violations. The money from the additional percent add on is transferred into a special account established by the city. The city will pay these fees to Gilmer County monthly. This fee arrangement is subject to renegotiation after one year.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

GILMER COUNTY

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Gilmer County Service: Water & Waste Water Supply, Treatment & Dist.

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

Ellijay/Gilmer County Water and Sewer Authority provides this service.

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

yes no

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

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

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

Local Government or Authority: Funding Method:

Gilmer County	General Fund, User Fees, Grants, Loans
City of Ellijay	General Fund, User Fees, Grants, Loans
Ellijay-Gilmer Water & Sewer Auth.	General Fund, User Fees, Grants, Loans

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Gilmer County and City of Ellijay	1999- Current

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

7. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711
Phone number: 706-635-4361 Date completed: ~~XXXXXXXXXXXX~~ 10-25-99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY AGREEMENT

Service: Water Supply, Treatment and Distribution

Parties: Gilmer County and City of Ellijay

Agreement:

Ellijay/Gilmer County Water and Sewer Authority provides treated water and waste treatment to portions of the unincorporated areas of Gilmer County and the City of Ellijay.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this ____ day of October, 1999.

PLEASE DATE ->

GILMER COUNTY

PLEASE SIGN ->

By: Rayburn Smith
Rayburn Smith, Chairman
Gilmer County Board of Commissioners

Attest: Kim Rogers
Kim Rogers, County Clerk

CITY OF ELLIJAY

PLEASE SIGN ->

By: Al Hoyle
Al Hoyle, Mayor
City of Ellijay

Attest: Sandra Sales
Sandra Sales, City Clerk



SERVICE DELIVERY PLAN
SUMMARY OF LAND USE AGREEMENTS

Instructions:

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

County: Gilmer

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: Gilmer County does not have zoning and has not developed a land use plan. The City of Ellijay has a zoning and a land use plan.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- amendments to existing comprehensive plans
- adoption of a joint comprehensive plan
- other measures (amend zoning ordinances, add environmental regulations, etc.)

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

If other measures was checked, describe these measures:

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.

Utilize the dispute resolution ordinance adopted July 11, 1999. (copy Attached).

5. Person completing form: Rayburn Smith / Al Hoyle 706-635-4711
Phone number: 706-635-4361 Date completed: September 21, 1999 10-25-99

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? yes no
Designated contact person(s) and phone number(s) below:



Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR Gilmer COUNTY

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provided are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provided (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

SIGNATURE:

NAME:
(Please print or type)

TITLE:

JURISDICTION:

DATE:

PLEASE SIGN ->

Rayburn Smith

Chairman
Board of Commissioners

Gilmer

PLEASE SIGN ->

Al Hoyle

Mayor

City of Ellijay

SERVICE DELIVERY STRATEGY DISPUTE RESOLUTION

The cities of Ellijay and East Ellijay and Gilmer County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

1. Prior to initiating any formal annexation activities and after conducting a public hearing related thereto, the City will notify the county government and any affected property owners of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification (s) (if applicable) of the property upon annexation.

Within 60 working days following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection (s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county objection (s);

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.

3. If the county notifies the city that it has a bona fide land use classification objection (s), the city will respond to the county in writing within 30 working days of receiving the county's objection (s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection (s); (b) agreeing with the county and stopping action on the proposed annexation; (c) initiating a 30-day (maximum) mediation process to discuss possible compromises; or (d) disagreeing that the county's objection (s) are bona fide and notifying the county that the city will seek a declaratory judgement in court.

4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation. The city shall pay all cost associated with the mediation. If the county initiates the mediation, it shall pay all costs associated therewith.

5. If no resolution of the county's bona fide land use classification objection (s) results from the mediation, the city will not proceed with the proposed annexation.

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

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

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

Kimberly Rogers
Attest

Rayburn Smith
Rayburn Smith, Gilmer Co. Chairman

Cheryl B. Muller
Attest

Al Hoyle
Al Hoyle, Mayor - City of Ellijay

Michelle B. Green
Attest

Mack D. West
Mack West, Mayor - City of East Ellijay

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF GILMER

THIS CONTRACT, made and entered into this 30 day of July, 1999, by and between THE BOARD OF COMMISSIONERS OF GILMER COUNTY, (acting as the Governing authority of Gilmer County) (hereinafter "County"), a political subdivision of the State of Georgia, and THE CITY OF ELLIJAY, a municipal corporation (hereinafter "city").

NOW WITNESSETH:

THAT City desires to enter into an arrangement for County's services.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Services. The services to be provided by County consist of Fire protection services, Emergency Management Services ("EMS") and E-911 dispatch of Ellijay Police Department calls.

2. Term of Contract. The term of this Contract shall commence on the date of this Contract, and shall be for a period of one year. The County will assume dispatch service effective August 1, 1999.

3. Consideration. As consideration for providing and performing the services under this Contract, City shall pay the sum of \$50,000.00 for fire protection services and E-911 dispatch. EMS is provided at no expense to city.

4. Payment. City shall remit payment to County a sum of \$4,166.66 per month after receipt of Countys invoice. Said payment due on the 1st of each month in advance.

5. Termination. This Contract shall terminate upon the occurrence of any of the following events:

- (a) The cessation of either City or County's business.
- (b) The voluntary agreement of the parties to this Contract.
- (c) Nonpayment by City as required by Paragraphs 3 and 4 of this Contract.

- (d) The failure to provide services requested, in writing, under this Contract.

6. **Severability.** Any provision hereof prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be effective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, there are hereby waived, to the end that the Contract be deemed to be a valid and binding Contract enforceable in accordance with its terms.

7. **Waiver.** No cancellation, modification, amendment, deletion, addition or other change in this Contract or any provision hereof, or waiver of any right or remedy herein provided will be effective for any purpose unless specifically set forth in a writing, signed by the party to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right in respect of such occurrence or event on any other occasion. Further, such waiver shall not in any manner be construed as a waiver by any other Party to strictly adhere to the terms and conditions of this Contract nor as a waiver of any claim for damages or other remedy by reason of any such breach.

8. **Assignment.** This Contract shall not be assigned by either party.

9. **Notices.** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail to the addresses at the address indicated below or at such other address as any party hereto shall designate to the other party in writing.

If to County

The Board of Commissioners of Gilmer County
1 Westside Square
Ellijay, Georgia 30540
Attention: Rayburn Smith, Chairman

If to City

The City of Ellijay
197 North Main Street
Ellijay, Georgia 30540
Attention: Al Hoyle, Mayor

10. **Entire Agreement.** This Contract represents the entire agreement of the parties and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth or provided for in this Contract and merges in this Contract all statements, representations, and covenants heretofore made, any other agreements not incorporated herein are void and of no force and effect.

11. **Integrated Agreement.** This Contract, signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

12. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Georgia. Any action brought concerning the terms or breach thereof shall be brought in the Superior Court of Gilmer County, Georgia.

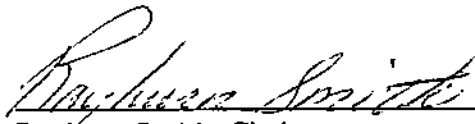
13. **Counterpart Execution.** This Contract shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

14. **Time is of the Essence.** Time is of the essence of this Contract.

15. **Headings.** The headings in this Contract are for convenience purposes only and are not to be used or referred to in interpreting the meaning or the terms of this Contract.

IN WITNESS WHEREOF, under hand and seal, the entities have caused this Contract to be signed by their duly authorized agent (s), the day and year first above written.

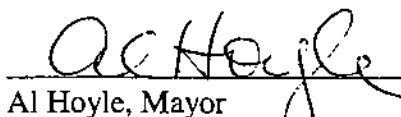
The Board of Commissioners of Gilmer County


Rayburn Smith, Chairman

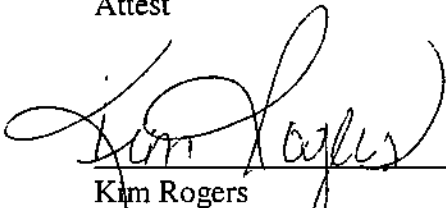

Del Land, Commissioner


Charles Fowler, Commissioner


The City of Ellijay


Al Hoyle, Mayor

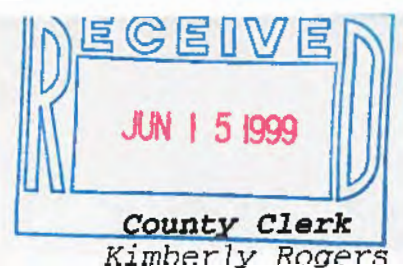
Attest


Kim Rogers
County Clerk

Attest


Sandra Sales
City Clerk

Board of Commissioners
Gilmer County
Ellijay, Georgia



Board of Commissioners
Rayburn Smith, Chair
Charles Fowler
Del Land

County Clerk
Kimberly Rogers

County Attorney
Herman Clark

VIA U.S. MAIL

June 1, 1999

Jim Higdon, Commissioner
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329

Re: Service Delivery Strategy - Extension

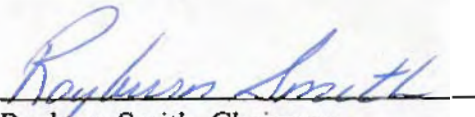
Dear Mr. Higdon:

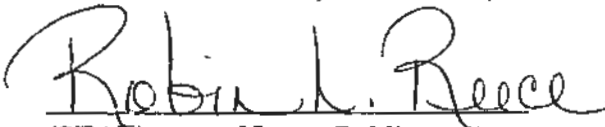
This letter is written to request an extension of 120 days for the adoption of a Service Delivery Strategy pursuant to O.C.G.A. § 36-70-25. This requested extension is being made pursuant to said Code section upon written agreement of the undersigned local governments enumerated therein.

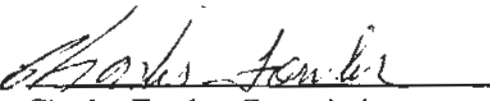
Very Truly Yours,

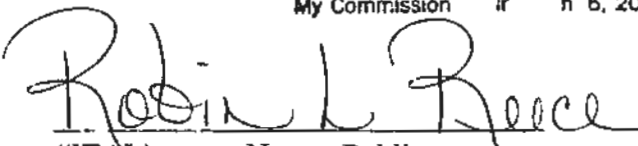
Gilmer County Board of Commissioners


(SEAL) Notary Public
My Commission Expires Jan. 6, 2002


Rayburn Smith, Chairman

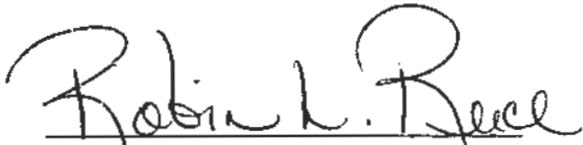

(SEAL) Notary Public
My Commission Expires Jan. 6, 2002


Charles Fowler, Commissioner


(SEAL) Notary Public
My Commission Expires Jan. 6, 2002



Del Land, Commissioner

1 of 2


(SEAL) Notary Public

My Commission Expires Jan. 6, 2002

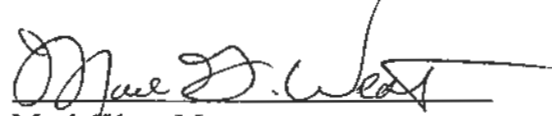
City of Ellijay


Al Hoyle, Mayor


(SEAL) Notary Public

My Commission Expires Dec. 2, 2002

City of East Ellijay


Mack West, Mayor

STEVEN W. WEST
Chairman

DAVID WESTMORELAND
Vice Chairman

DENNY STOVER
Treasurer

RUTH CAUDELL
Secretary

DANNY McARTHUR
Asst. Sec. / Treasurer

LEON WATKINS
CHARLES E. SANFORD



WATER & SEWERAGE AUTHORITY
PROTECTING THE ENVIRONMENT AS WE SERVE

P.O. Box 635
Ellijay, Georgia 30540
(706) 276-2202 Fax (706) 635-2202

BARBARBA ANNE BOND
Director

ELLIJAY – GILMER COUNTY WATER AND SEWERAGE AUTHORITY WATER SUPPLY TREATMENT AND DISTRIBUTION SERVICE AREA NARRATIVE

The Ellijay-Gilmer County Water & Sewerage Authority is presently permitted to treat 4.0 MGD (Million Gallons Day) of raw water that is withdrawn from the Cartecay River and treated at the Cartecay Water Treatment Plant on Victory Drive. At this time we have been approved for additional withdrawal from the Ellijay River and an increase in capacity for the treatment plant of 5.5 MGD, both which will be major constructions. We currently serve 2,600 water customers, with 366 significant users (using over 25,000 gals a month.) The service area in general linear feet is described as: 19 miles in the City of Ellijay, 7.0 miles in the City of East Ellijay, and 306 miles in the County. The water service area in the City of Ellijay and East Ellijay is almost 100% excluding areas that are being annexed. Currently in the County the line service is as follows: out Highway 282 lines extend to County road 17, State Road 2 lines extend to County Road 27, Boardtown Road extends approximately 800 feet into the County, Yukon Road extends to Bible Baptist Road, Highway 5 (South) extends to County Road 230, Highway 382 extends to County Road 174 and veers off, Highway 5 (North) extends to Home & Garden Road, and there are cross county lines that extend to the Gilmer County Detention Center and Blackberry Mountain. The future plans for line extension are being developed at present, which will be incorporated into the Ellijay-Gilmer County Water & Sewerage Authority Capital Improvement Plan in conjunction of an approved Growth and Development rate structure by the municipalities and the county governments. (See appendices 1-7)

The Authority is permitted to treat 2.5MGD of wastewater collected and treated at the wastewater plant located on Merk Davis Drive discharging into the Coosawattee River. At present we are constructing improvements to better handle the waste load. Phase II and III of the construction will be to increase the capacity of the treatment plant to 5.5MGD. The possibility for composting exists, removing our sludge waste into the landfill, which is not located in our county. At present we have 688 sewerage customers, with 550 residential customers, 50 business customers and 36 industrial customers, with 6 of them being significant users. Over 68% of the capacity is industrial loading. The sewer

service area is almost all of Ellijay and East Ellijay, with the exception of the subdivisions that are being annexed. The service in the county consists of the following: Highway 76 extends about 1000 feet outside the city limits. (See appendix 8) The future development of lines into the County is dependent on the requirements the county enforces. The present standard is septic tank systems.