



JACKSON COUNTY GOVERNMENT
OFFICE OF THE COUNTY MANAGER

67 ATHENS ST. • JEFFERSON, GA 30549
PHONE: (706) 367-6314 • FAX: (706) 367-9083

July 16, 2010

Mr. James R. Frederick, Director
Office of Planning and Quality Growth
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231



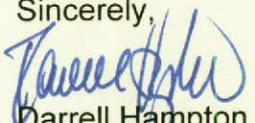
Re: Jackson County Comprehensive Plan
Service Delivery Agreement

Dear Mr. Frederick:

In a follow up to my letter of June 12th, attached is a copy of the completed Service Delivery Strategy for Jackson County and the cities of Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass and Talmo. Further, in accordance with your policies we will be forwarding an electronic copy of this document to the Northeast Georgia Regional Commission and your office for review and comments. As you are aware Jackson County has completed the update of our Comprehensive Plan and will be able to adopt same in August. If at all possible we would like to adopt both the Comprehensive Plan and Service Delivery Strategy at the same meeting.

Thank you for your interest and concern. If you have any questions please do not hesitate to contact me.

Sincerely,


Darrell Hampton
County Manager

Enclosure

CC: Board of Commissioners
Gina Mitsdarffer, Public Development Director
Jerry Weitz, Jerry Weitz & Associates, Inc.
Jim Dove, Northeast Georgia RC Executive Director
Lee Carmon, Northeast Georgia RC Planning Director
Julie Ball, Northeast Georgia RC Planning Assistant

Service Delivery Strategy

for

Jackson County, Georgia

and the Cities of

Arcade

Braselton

Commerce

Hoschton

Jefferson

Maysville

Nicholson

Pendergrass

Talmo



Service Delivery Strategies

Jackson County, Georgia

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**SERVICE DELIVERY STRATEGY
FORM 1**

COUNTY: **JACKSON COUNTY**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="813 1186 1511 1419" style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Email the completed forms and any attachments as .pdf attachments to: pemd.opqga@dca.ga.gov, or mail the completed forms along with any attachments to:

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF PLANNING AND QUALITY GROWTH
60 Executive Park South, N.E.
Atlanta, Georgia 30329**

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 UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- City of Arcade
- Town of Braselton
- Braselton Downtown Development Authority
- Braselton URA
- Braselton Urban Redevelopment Area
- Braselton Visitors Bureau Authority
- City of Commerce
- City of Hoschton
- City of Jefferson
- City of Maysville
- City of Nicholson
- City of Pendergrass
- City of Talmo
- Jackson County
- Jackson County Airport Authority
- Jackson County Fire Districts
- Jackson County Industrial Development Authority
- Jackson County Water & Sewerage Authority
- Commerce Civic Center & Tourism Authority
- Commerce Housing Authority
- Commerce Downtown Development Authority
- Jefferson Building Authority
- Jefferson Downtown Development Authority
- Jefferson Housing Authority
- Jefferson Industrial Development Authority
- Maysville Downtown Development Authority
- Nicholson Water Authority
- Winder Housing Authority

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

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

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

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

Airport Authority
Animal Control
Building Facility Authority
Court Services
Downtown Development Authorities
E-911 Addressing and Services
Economic Development
Elections
Emergency Management/Civil Defense
Emergency Medical Services
Fire Protection Services
Geographic Information System (GIS)
Health and Human Services
Homeland Security
Housing Authority
Inmate Labor Contracts
Jail Services
Land Use Planning
Law Enforcement
Libraries
Occupational Tax
Parks and Recreation
Property Tax Assessment
Property Tax Collection
Road and Bridge Construction
Road and Bridge Maintenance
Sales Tax Tracking
Senior Center
Site Development/Inspection
Solid Waste Collection and Recycling
Solid Waste Disposal
Stormwater Master Planning/Policies
Stormwater System Maintenance/Management
Transportation Master Planning
Wastewater Collection and Treatment
Water Distribution
Water Supply, Treatment and Transmission
Zoning Administration and Enforcement



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Airport 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.): **Jackson County Government, Jackson County Airport Authority**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Budgeted Department/General Fund/User Fees, Fuel Sales
Airport Authority	Issuance of Debt (Bonds)

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

Pursuant to HB974, 2003, the Jackson County Board of Commissioners will provide for the operations and management of the airport on a day to day basis through the Airport Department. This Georgia State Level II airport is for the economic and recreational support of Jackson County both incorporated and unincorporated areas.

The Airport Authority is an advisory board to the Jackson County Board of Commissioners and the County Management providing long term funding mechanisms for capital projects and assisting in Airport development.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

Pursuant to HB974, 2003, the Jackson County Board of Commissioners will provide for the operations and management of the airport on a day to day basis through the Airport Department. This Georgia State Level II airport is for the economic and recreational support of Jackson County both incorporated and unincorporated areas.

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON 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.): **Jackson County, Commerce, Jefferson, and Pendergrass**
- 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Budgeted Department/General Fund/Fees
Commerce	General Fund/Fees
Jefferson	General Fund/Fees
Pendergrass	General Fund/Fees

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

Pursuant to the below entitled legislation enacted December 13, 2002, The Jackson County Board of Commissioners provide animal control services to residents in the unincorporated areas Jackson County and where so authorized in intergovernmental agreements within various city limits.

Jackson County Animal Control Officers are tasked with the capture and control of such animals as provided for under County Ordinances.

Housing, care and disposal of unclaimed animals are provided through a contracted Animal Care facility under agreement with the Jackson County Board of Commissioners.

Animal control services are available to all City governments within Jackson County. Service agreements through intergovernmental contracts may be negotiated between each municipality and the Jackson County Board of Commissioners.

The following levels of service can be provided under contract with the County Government:

1. Full Service – Capture, Control, Housing, Care and Disposal.
2. Limited Service – Capture and Control w/ the City contracting for Housing, Care and Disposal.
3. Semi-Limited Service – The County Government providing Housing, Care and Disposal w/ the City providing Capture and Control.

Mutual assistance agreements may also be negotiated between the County Government and a municipality. In that each party agrees to provide assistance when and where needed in the event of a local emergency. Service delivery boundaries will be waived under this type of circumstance.

Current Service Providers:

The City of Jefferson provides its own full service animal control within the Jefferson City Limits.

The City of Maysville is in a full service agreement with Jackson County.

The City of Pendergrass provides its own full service animal control with the Pendergrass City Limits.

The City of Commerce is in a Semi-limited Service agreement with Jackson County.

The Town of Braselton is in a Full Service agreement with Jackson County.

The City of Arcade is in a Full Service agreement with Jackson County.

The City of Hoschton is in a Full Service agreement with Jackson County.

The City of Nicholson is in a Full Service agreement with Jackson County

The City of Talmo does not receive any service from the County.

At any time, any municipality can ask for a change of service. If the service is provided fully by the county, a formal intergovernmental agreement and adoption of the county's current animal control ordinance must be adopted for consistency.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Animal Control	Jackson County and Arcade	Sept. 2004 - Sept. 2014
Animal Control	Jackson County and Braselton	July 2003 - July 2013
Animal Control	Jackson County and Hoschton	April 2009 - April 2019
Animal Control	Jackson County and Maysville	June 2004 - June 2014
Animal Control	Jackson County and Nicholson	July 2004 - July 2014

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?

Dangerous Dog Ordinance dated October 19, 1989,
Animal Control Ordinance dated September 11, 2006
Jackson County Board of Health Rabies Regulations dated April 7, 2003
City Ordinances and Intergovernmental Agreements

7. Person completing form: **Ericka Johnson, Deputy Clerk**
Phone number: **706-367-6312** Date completed: 05/20/2010

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:

DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY, GEORGIA, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA AND THE CITY OF ARCADE,
A GEORGIA MUNICIPAL CORPORATION FOR THE ENFORCEMENT OF
THE JACKSON COUNTY ANIMAL CONTROL ORDINANCE;
AND OTHER PURPOSES**

WHEREAS, Jackson County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "County") has duly adopted through its Board of Commissioners that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement and Disposition of Animals* on December 16, 2002.

WHEREAS, a significant portion of the corporate limits of the City of Arcade, A Georgia Municipal Corporation (hereinafter "City") is located within Jackson County and the City desires to services of the County's animal control officers and to regulate the control, enforcement, and disposition of animals throughout the corporate limits of the City.

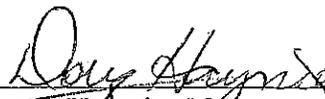
NOW THEREFORE, the parties hereby consent and agree as follows:

- 1) Term – The term of this Intergovernmental Agreement (hereinafter "Agreement" shall be for ten (10) years commencing upon execution of the parties. Said term shall automatically renew for an additional ten (10) year term unless canceled by either party by giving notice to the other party within one hundred and twenty (120) days of expiration of the initial ten year term.
- 2) Animal Control Regulations – The City of Arcade acting through its Mayor and City Council has previously or shall simultaneously adopt that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement, and Disposition of Animals* (hereinafter "Animal Control Ordinance") which is attached hereto and incorporated by reference as an ordinance of the City of Arcade. Said ordinance being the same as an Ordinance duly approved by the Jackson County Board of Commissioners on December 16, 2002.
- 3) Enforcement/Jurisdiction – The City expressly confers jurisdiction to Jackson County animal control officers to patrol and enforce the provisions of the City Animal Control Ordinance within the corporate limits of the City of Arcade in Jackson County to the extent such regulations are enforced in unincorporated Jackson County.
- 4) Venue of Offenses – Pursuant to O.C.G.A. § 15-10-150 and by agreement of the parties, the Magistrate Court of Jackson County shall assume jurisdiction and venue of offenses arising under the City's Animal Control Ordinance.
- 5) No Modifications or Amendments – This Agreement shall not be modified, altered, or amended, except in writing, as agreed to by the Parties.
- 6) No Amendment to Service Delivery Strategy Act – This Agreement shall not constitute an intergovernmental agreement nor an amendment to such an agreement under the provision of the Service Delivery Strategy Act (O.C.G.A. 36-70-1, et seq. and 36-70-29, et seq.),

- 7) Notices – All notices, demands, requests, or other instrument which may be required herein shall be served by regular mail or personally delivered upon the Mayor and County Commission Chairman with a copy to the City Clerk and County Clerk at the government offices of the City and County.
- 8) Headings – The headings in this Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- 9) No Presumption against Drafter – This Agreement is drafted by both parties and no presumption under the law shall be construed against either party.
- 10) Entire Agreement – This Agreement represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to this matter.
- 11) Binding Effect – This Agreement shall bind successive Councils and Commissions of each respective government and each party has duly authorized their chief executive office to execute his/her signature below.

IN WITNESS WHEREOF, the Parties have executed this Agreement, this 29th day of September, 2004.

CITY OF ARCADE, A Georgia
Municipal Corporation



Doug Hainie, Mayor

Attest:



Barbara Kesler, City Clerk

JACKSON COUNTY, GEORGIA



Harold Fletcher, Chairman

Attest:



Al Crace, County Manager/County Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY, GEORGIA, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA AND THE TOWN OF BRASELTON,
A GEORGIA MUNICIPAL CORPORATION FOR THE ENFORCEMENT OF
THE JACKSON COUNTY ANIMAL CONTROL ORDINANCE;
AND OTHER PURPOSES**

WHEREAS, Jackson County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "County") has duly adopted through its Board of Commissioners that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement and Disposition of Animals* on December 16, 2002.

WHEREAS, a significant portion of the corporate limits of the Town of Braselton, A Georgia Municipal Corporation (hereinafter "Town") is located within Jackson County and the Town desires to services of the County's animal control officers and to regulate the control, enforcement, and disposition of animals throughout the corporate limits of the Town.

NOW THEREFORE, the parties hereby consent and agree as follows:

- 1) Term – The term of this Intergovernmental Agreement (hereinafter "Agreement" shall be for ten (10) years commencing upon execution of the parties. Said term shall automatically renew for an additional ten (10) year term unless canceled by either party by giving notice to the other party within one hundred and twenty (120) days of expiration of the initial ten year term.
- 2) Animal Control Regulations – The Town of Braselton acting through its Mayor and Town Council has previously or shall simultaneously adopt that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement, and Disposition of Animals* (hereinafter "Animal Control Ordinance") which is attached hereto and incorporated by reference as an ordinance of the Town of Braselton. Said ordinance being the same as an Ordinance duly approved by the Jackson County Board of Commissioners on December 16, 2002.
- 3) Enforcement/Jurisdiction – The Town expressly confers jurisdiction to Jackson County animal control officers to patrol and enforce the provisions of the Town's Animal Control Ordinance within the corporate limits of the Town of Braselton in Jackson County to the extent such regulations are enforced in unincorporated Jackson County.
- 4) Venue of Offenses – Pursuant to O.C.G.A. § 15-10-150 and by agreement of the parties, the Magistrate Court of Jackson County shall assume jurisdiction and venue of offenses arising under the Town's Animal Control Ordinance.
- 5) No Modifications or Amendments – This Agreement shall not be modified, altered, or amended, except in writing, as agreed to by the Parties.
- 6) No Amendment to Service Delivery Strategy Act – This Agreement shall not constitute an intergovernmental agreement nor an amendment to such an agreement under the provision of the Service Delivery Strategy Act (O.C.G.A. 36-70-1, et seq. and 36-70-29, et seq.),

- 7) Notices – All notices, demands, requests, or other instrument which may be required herein shall be served by regular mail or personally delivered upon the Mayor and County Commission Chairman with a copy to the Town Clerk and County Clerk at the government offices of the Town and County.
- 8) Headings – The headings in this Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
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- 11) Binding Effect – This Agreement shall bind successive Councils and Commissions of each respective government and each party has duly authorized their chief executive office to execute his/her signature below.

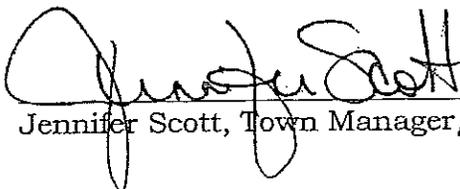
IN WITNESS WHEREOF, the Parties have executed this Agreement, this 7th day of July, 2003.

TOWN OF BRASELTON, A Georgia
Municipal Corporation



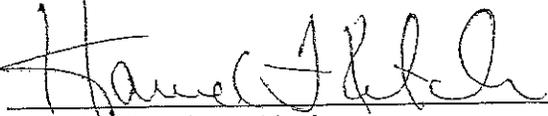
Patricia Graham, Mayor

Attest:



Jennifer Scott, Town Manager/Clerk

JACKSON COUNTY, GEORGIA



Harold Fletcher, Chairman

Attest:



Ai Crace, County Manager/County Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY, GEORGIA, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA AND THE CITY OF HOSCHTON,
A GEORGIA MUNICIPAL CORPORATION FOR THE ENFORCEMENT OF
THE JACKSON COUNTY ANIMAL CONTROL ORDINANCE;
AND OTHER PURPOSES**

WHEREAS, Jackson County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "County") has duly adopted through its Board of Commissioners the *Jackson County Animal Control Ordinance* for the Control, Enforcement and Disposition of Animals dated September 11, 2006.

WHEREAS, a significant portion of the corporate limits of the City of Hoschton, A Georgia Municipal Corporation (hereinafter "City") is located within Jackson County and the City desires to services of the County's animal control officers and to regulate the control, enforcement, and disposition of animals throughout the corporate limits of the City.

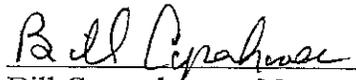
NOW THEREFORE, the parties hereby consent and agree as follows:

- 1) Term - The term of this Intergovernmental Agreement (hereinafter "Agreement") shall be for ten (10) years commencing upon execution of the parties. Said term shall automatically renew for an additional ten (10) year term unless canceled by either party by giving notice to the other party within one hundred and twenty (120) days of expiration of the initial ten year term.
- 2) Animal Control Regulations - The City of Hoschton acting through its Mayor and City Council has previously or shall simultaneously adopt that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement, and Disposition of Animals* (hereinafter "Animal Control Ordinance") which is attached hereto and incorporated by reference as an ordinance of the City of Hoschton. Said ordinance being the same as an Ordinance duly approved by the Jackson County Board of Commissioners on September 11, 2006.
- 3) Enforcement/Jurisdiction - The City expressly confers jurisdiction to Jackson County animal control officers to patrol and enforce the provisions of the City Animal Control Ordinance within the corporate limits of the City of Hoschton in Jackson County to the extent such regulations are enforced in unincorporated Jackson County.
- 4) Venue of Offenses - Pursuant to O.C.G.A. § 15-10-150 and by agreement of the parties, the Magistrate Court of Jackson County shall assume jurisdiction and venue of offenses arising under the City's Animal Control Ordinance.
- 5) No Modifications or Amendments - This Agreement shall not be modified, altered, or amended, except in writing, as agreed to by the Parties.
- 6) No Amendment to Service Delivery Strategy Act - This Agreement shall not constitute an intergovernmental agreement nor an amendment to such an agreement under the provision of the Service Delivery Strategy Act (O.C.G.A. 36-70-1, et seq. and 36-70-29, et seq.),

- 7) Notices – All notices, demands, requests, or other instrument which may be required herein shall be served by regular mail or personally delivered upon the Mayor and County Commission Chairman with a copy to the City Clerk and County Clerk at the government offices of the City and County.
- 8) Headings – The headings in this Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- 9) No Presumption against Drafter – This Agreement is drafted by both parties and no presumption under the law shall be construed against either party.
- 10) Entire Agreement – This Agreement represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to this matter.
- 11) Binding Effect – This Agreement shall bind successive Councils and Commissions of each respective government and each party has duly authorized their chief executive office to execute his/her signature below.

IN WITNESS WHEREOF, the Parties have executed this Agreement, this 20th day of April, 2009.

CITY OF HOSCHTON, A Georgia
Municipal Corporation



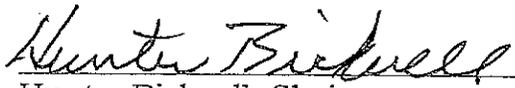
Bill Copenhaver, Mayor

Attest:



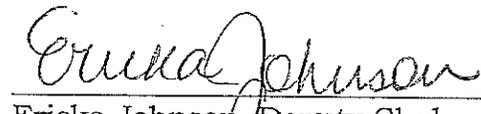
Kristen Mahan, City Clerk

JACKSON COUNTY, GEORGIA



Hunter Bicknell, Chairman

Attest:



Ericka Johnson, Deputy Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY, GEORGIA, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA AND THE CITY OF MAYSVILLE,
A GEORGIA MUNICIPAL CORPORATION FOR THE ENFORCEMENT OF
THE JACKSON COUNTY ANIMAL CONTROL ORDINANCE;
AND OTHER PURPOSES**

WHEREAS, Jackson County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "County") has duly adopted through its Board of Commissioners that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement and Disposition of Animals* on December 16, 2002.

WHEREAS, a significant portion of the corporate limits of the City of Maysville, A Georgia Municipal Corporation (hereinafter "City") is located within Jackson County and the City desires to services of the County's animal control officers and to regulate the control, enforcement, and disposition of animals throughout the corporate limits of the City.

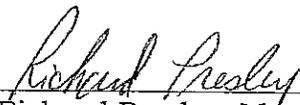
NOW THEREFORE, the parties hereby consent and agree as follows:

- 1) Term – The term of this Intergovernmental Agreement (hereinafter "Agreement" shall be for ten (10) years commencing upon execution of the parties. Said term shall automatically renew for an additional ten (10) year term unless canceled by either party by giving notice to the other party within one hundred and twenty (120) days of expiration of the initial ten year term.
- 2) Animal Control Regulations – The City of Maysville acting through its Mayor and City Council has previously or shall simultaneously adopt that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement, and Disposition of Animals* (hereinafter "Animal Control Ordinance") which is attached hereto and incorporated by reference as an ordinance of the City of Maysville. Said ordinance being the same as an Ordinance duly approved by the Jackson County Board of Commissioners on December 16, 2002.
- 3) Enforcement/Jurisdiction – The City expressly confers jurisdiction to Jackson County animal control officers to patrol and enforce the provisions of the City Animal Control Ordinance within the corporate limits of the City of Maysville in Jackson County to the extent such regulations are enforced in unincorporated Jackson County.
- 4) Venue of Offenses – Pursuant to O.C.G.A. § 15-10-150 and by agreement of the parties, the Magistrate Court of Jackson County shall assume jurisdiction and venue of offenses arising under the City's Animal Control Ordinance.
- 5) No Modifications or Amendments – This Agreement shall not be modified, altered, or amended, except in writing, as agreed to by the Parties.
- 6) No Amendment to Service Delivery Strategy Act – This Agreement shall not constitute an intergovernmental agreement nor an amendment to such an agreement under the provision of the Service Delivery Strategy Act (O.C.G.A. 36-70-1, et seq. and 36-70-29, et seq.),

- 7) Notices – All notices, demands, requests, or other instrument which may be required herein shall be served by regular mail or personally delivered upon the Mayor and County Commission Chairman with a copy to the City Clerk and County Clerk at the government offices of the City and County.
- 8) Headings – The headings in this Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- 9) No Presumption against Drafter – This Agreement is drafted by both parties and no presumption under the law shall be construed against either party.
- 10) Entire Agreement – This Agreement represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to this matter.
- 11) Binding Effect – This Agreement shall bind successive Councils and Commissions of each respective government and each party has duly authorized their chief executive office to execute his/her signature below.

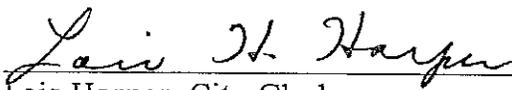
IN WITNESS WHEREOF, the Parties have executed this Agreement, this 21st day of June, 2004.

CITY OF MAYSVILLE, A Georgia
Municipal Corporation



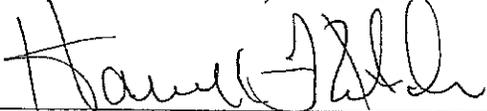
Richard Presley, Mayor

Attest:



Lois Harper, City Clerk

JACKSON COUNTY, GEORGIA



Harold Fletcher, Chairman

Attest:



Al Crace, County Manager/County Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY, GEORGIA, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA AND THE CITY OF NICHOLSON,
A GEORGIA MUNICIPAL CORPORATION FOR THE ENFORCEMENT OF
THE JACKSON COUNTY ANIMAL CONTROL ORDINANCE;
AND OTHER PURPOSES**

WHEREAS, Jackson County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "County") has duly adopted through its Board of Commissioners that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement and Disposition of Animals* on December 16, 2002.

WHEREAS, a significant portion of the corporate limits of the City of Nicholson, A Georgia Municipal Corporation (hereinafter "City") is located within Jackson County and the City desires to services of the County's animal control officers and to regulate the control, enforcement, and disposition of animals throughout the corporate limits of the City.

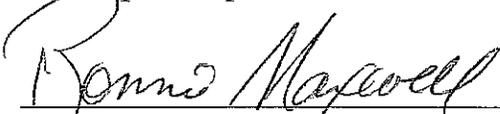
NOW THEREFORE, the parties hereby consent and agree as follows:

- 1) Term – The term of this Intergovernmental Agreement (hereinafter "Agreement" shall be for ten (10) years commencing upon execution of the parties. Said term shall automatically renew for an additional ten (10) year term unless canceled by either party by giving notice to the other party within one hundred and twenty (120) days of expiration of the initial ten year term.
- 2) Animal Control Regulations – The City of Nicholson acting through its Mayor and City Council has previously or shall simultaneously adopt that certain *Ordinance to Create and Regulate an Animal Control Department and for the Control, Enforcement, and Disposition of Animals* (hereinafter "Animal Control Ordinance") which is attached hereto and incorporated by reference as an ordinance of the City of Nicholson. Said ordinance being the same as an Ordinance duly approved by the Jackson County Board of Commissioners on December 16, 2002.
- 3) Enforcement/Jurisdiction – The City expressly confers jurisdiction to Jackson County animal control officers to patrol and enforce the provisions of the City Animal Control Ordinance within the corporate limits of the City of Nicholson in Jackson County to the extent such regulations are enforced in unincorporated Jackson County.
- 4) Venue of Offenses – Pursuant to O.C.G.A. § 15-10-150 and by agreement of the parties, the Magistrate Court of Jackson County shall assume jurisdiction and venue of offenses arising under the City's Animal Control Ordinance.
- 5) No Modifications or Amendments – This Agreement shall not be modified, altered, or amended, except in writing, as agreed to by the Parties.
- 6) No Amendment to Service Delivery Strategy Act – This Agreement shall not constitute an intergovernmental agreement nor an amendment to such an agreement under the provision of the Service Delivery Strategy Act (O.C.G.A. 36-70-1, et seq. and 36-70-29, et seq.),

- 7) Notices – All notices, demands, requests, or other instrument which may be required herein shall be served by regular mail or personally delivered upon the Mayor and County Commission Chairman with a copy to the City Clerk and County Clerk at the government offices of the City and County.
- 8) Headings – The headings in this Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- 9) No Presumption against Drafter – This Agreement is drafted by both parties and no presumption under the law shall be construed against either party.
- 10) Entire Agreement – This Agreement represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to this matter.
- 11) Binding Effect – This Agreement shall bind successive Councils and Commissions of each respective government and each party has duly authorized their chief executive office to execute his/her signature below.

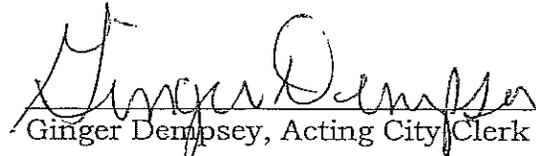
IN WITNESS WHEREOF, the Parties have executed this Agreement, this 1 day of July, 2004.

CITY OF NICHOLSON, A Georgia
Municipal Corporation



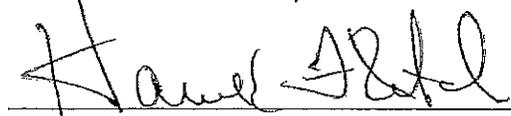
Ronnie Maxwell, Mayor

Attest:



Ginger Dempsey, Acting City Clerk

JACKSON COUNTY, GEORGIA



Harold Fletcher, Chairman

Attest:



Al Crace, County Manager/County Clerk

STATE OF GEORGIA

COUNTY OF JACKSON

AN ORDINANCE TO AMEND THE CODE OF JACKSON COUNTY, CHAPTER _____, TO CREATE THE POSITION OF DOG CONTROL OFFICER AND ESTABLISH HIS OR HER DUTIES; TO PROVIDE FOR THE CLASSIFICATION AND REGISTRATION OF DANGEROUS DOGS AND POTENTIALLY DANGEROUS DOGS IN THE UNINCORPORATED AREAS OF JACKSON COUNTY; TO PROVIDE FOR REQUIREMENTS FOR POSSESSING SUCH DOGS; TO PROVIDE GROUNDS FOR THE CONFISCATION AND DISPOSITION OF SUCH DOGS; TO COMPLY WITH THE PROVISIONS OF OCGA SECTION 4-8-20 ET SEQ.; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Section 1. Definitions.

As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

(A) "Board" means the animal control board.

(B) "County governing authority" means the board of county commissioners or a sole county commissioner.

(C) "Dangerous dog" means any dog that, according to the records of an appropriate authority:

(1) Inflicts a severe injury on a human being without provocation on public or private property at any time after March 31, 1989; or

(2) Aggressively bites, attacks, or endangers the safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.

(D) "Dog control officer" means an individual selected by a local government pursuant to the provisions of OCGA Section 4-8-22 to aid in the administration and enforcement of the provisions of this article.

(E) "Owner" means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dangerous dog or potentially dangerous dog within this county.

(F) "Potentially dangerous dog" means any dog that without provocation bites a human being on public or private property at any time after March 31, 1989.

authority. The initial terms of members shall be as follows: one member to serve for one year; two members to serve for two years; and two members to serve for three years. Thereafter, all members appointed to the board by the county governing authority shall be appointed for terms of three years and until their successors are appointed.

(C) No member of the board shall participate in a hearing on any matter in which such member previously participated in the classification of the dog at issue. In the event of a vacancy during the term of any member by reason of death, resignation, or otherwise, the appointment of a successor by the county governing authority shall be for the remainder of the unexpired term of such member.

Section 4. Dog Control Officer.

The County governing authority shall appoint a dog control officer who shall serve at the pleasure of the governing authority. The dog control officer's compensation shall be established from time to time by the governing authority.

Section 5. Procedures for classifying dangerous dogs and potentially dangerous dogs; notice; hearing.

(A) The dog control officer, upon receiving a report of a dangerous dog or potentially dangerous dog within Jackson County from a law enforcement agency, animal control agency, rabies control officer, or county board of health, shall make such investigations and inquiries with regard to such report as may be necessary to determine the validity of such report and whether the dog should be classified as a dangerous dog or potentially dangerous dog or reclassified as a dangerous dog if previously classified as a potentially dangerous dog.

(B) Should the dog control officer determine that a dog is a dangerous dog or potentially dangerous dog, the dog control officer shall classify such dog accordingly. The dog control officer shall then notify the dog's owner of such classification. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail to the owner's last known address;

(2) The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog;

(3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on

authority. The initial terms of members shall be as follows: one member to serve for one year; two members to serve for two years; and two members to serve for three years. Thereafter, all members appointed to the board by the county governing authority shall be appointed for terms of three years and until their successors are appointed.

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(1) The notice shall be in writing and mailed by certified mail to the owner's last known address;

(2) The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog;

(3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on

(G) "Proper enclosure" means an enclosure for keeping a dangerous dog or potentially dangerous dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secure in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

(H) "Records of an appropriate authority" means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state, or local court; or records of a dog control officer as provided in this ordinance and by the laws of the State of Georgia.

(I) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.

Section 2. Exceptions to Definitions.

The terms "dangerous dog" and "potentially dangerous dog", as defined in Section 1 of this ordinance, shall not include the following:

(A) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties; and

(B) A dog who inflicts a injury within the meaning of this ordinance if the injury was sustained by a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

Section 3. Animal Control Board.

(A) There is created and established an animal control board. The purpose of this board shall be to conduct the hearings provided for in Section 5 of this ordinance.

(B) The board shall consist of five members. All members shall be appointed by the county governing

the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or potentially dangerous dog;

(4) The notice shall state that the hearing, if requested, shall be before the animal control board;

(5) The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and

(6) The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such request to the board.

(C) When the animal control board receives a request for a hearing as provided in subsection (B) of this section, it shall schedule such hearing within 30 days after receiving the request. The board shall notify the dog owner in writing by certified mail of the date, time and place of the hearing. Such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence and hear such other testimony as the board may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.

(D) Within ten days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

Section 6. Requirements for possessing a dangerous or potentially dangerous dog.

(A) No one shall have, own, or possess within Jackson County a dangerous dog or potentially dangerous dog without a certificate of registration.

(B) The dog control officer shall issue a certificate of registration to the owner of a dangerous dog or potentially dangerous dog if the owner presents to the dog control officer or the dog control officer otherwise finds sufficient evidence of:

(1) A proper enclosure to confine the dangerous or potentially dangerous dog; and

(2) The posting of the premises where the dangerous dog or potentially dangerous dog is located with a sign clearly visible to the general public and posted within 25 feet of the point of confinement of said dog warning that there is a dangerous or potentially dangerous dog on the property. The owner of a dangerous dog or potentially dangerous dog shall receive such sign from the dog control officer at the time the owner pays the initial annual registration fee as required in subsection (D) of this section.

(C) In addition to the requirements of subsection (B) of this section, the owner of a dangerous dog shall present to the dog control officer evidence of:

(1) A policy of insurance in the amount of at least \$15,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the dangerous dog against liability for any personal injuries inflicted by the dangerous dog; or

(2) A surety bond in the amount of \$15,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the dangerous dog.

(D) The owner of a dangerous dog or potentially dangerous dog shall pay an annual registration fee at the time the annual certificate of registration is issued. The annual registration fee shall be in the amount of \$25.00. Certificates of registration shall be renewed in the month of the initial registration.

(E) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer if the owner is moving from Jackson County.

(F) The owner of a dangerous dog or potentially dangerous dog who is a new resident of the State of Georgia shall register such dog as required by this ordinance within thirty days after becoming a resident of the State of Georgia and Jackson County.

(G) The owner of a dangerous dog or potentially dangerous dog who moves to Jackson County from any other county within the State of Georgia shall register such dog as required by this ordinance within ten days after becoming a resident of Jackson County.

(H) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer within

twenty four hours if the dog is on the loose, is unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall also provide the dog control officer with the name, address, and telephone number of the new owner of the dog.

Section 7. Restrictions on permitting dangerous or potentially dangerous dogs outside of a proper enclosure.

(A) It shall be unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will prevent it from biting any person but not cause injury to the dog or interfere with its vision or respiration.

(B) It shall be unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and is under the restraint of a responsible person.

Section 8. Confiscation of dogs; grounds; disposition.

(A) A dangerous dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if:

- (1) The owner of the dog does not secure the liability insurance or surety bond required by subsection (C) of Section 6 of this ordinance;
- (2) The dog is not validly registered as required by this ordinance;
- (3) The dog is not maintained in a proper enclosure as defined in this ordinance; or
- (4) The dog is outside a proper enclosure in violation of subsection (A) of Section 7 of this ordinance.

(B) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if:

- (1) The dog is not validly registered as required by this ordinance;
- (2) The dog is not maintained in a proper enclosure as defined in this ordinance; or
- (3) The dog is outside a proper enclosure in violation of subsection (B) of Section 7 of this ordinance.

(C) Any dog that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this ordinance as determined by the dog control officer and upon payment of reasonable confiscation costs. In the event the owner has not complied with the provisions of this section within twenty days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner.

Section 8. Violations; penalties.

(A) The owner of a dangerous dog who violates the applicable provisions of Section 6 or Section 7 of this ordinance or whose dangerous dog is subject to confiscation under subsection (A) of Section 8 of this ordinance shall be guilty of a misdemeanor of high and aggravated nature. In addition to any confinement that might be imposed for a conviction under this subsection, for the second conviction a fine of not less than \$500.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$750.00 shall be imposed.

(B) The owner of a potentially dangerous dog who violates the applicable provisions of Section 6 or Section 7 of this ordinance or whose potentially dangerous dog is subject to confiscation under subsection (B) of Section 8 of this ordinance shall be guilty of a misdemeanor. In addition to any confinement that might be imposed for a conviction under this subsection, for a second conviction a fine of not less than \$150.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$300.00 shall be imposed.

(C) If an owner who has a previous conviction for a violation of this ordinance knowingly and willfully fails to comply with the provisions of this ordinance, such owner shall be guilty of a felony if the owner's dangerous dog attacks or bites a human being under circumstances constituting another violation of this ordinance. The owner of a dangerous dog who is convicted for a violation of this subsection shall be punished by a fine of not less than \$1,000.00 nor more than \$5,000.00 or by imprisonment for not less than one nor more than five years or by both such fine and imprisonment as authorized by OCGA Section 4-8-28(c).

(D) An owner who knowingly and willfully fails to comply with the provisions of this ordinance shall be guilty of a felony if the owner's dangerous dog aggressively attacks and causes severe injury or death of a human being under circumstances constituting a violation of this ordinance. The owner of a dangerous dog who is convicted of

a violation of this subsection shall be punished by a fine of not less than \$5,000.00 nor more than \$10,000.00 or by imprisonment for not less than one nor more than ten years or by both such fine and imprisonment as authorized by OCGA Section 4-8-28(d).

(E) In addition the penalties for violations under subsection (C) or (D) of this section, the dangerous dog involved shall be immediately confiscated by; the dog control officer or by a law enforcement officer or another person authorized by the dog control officer and placed in quarantine for the proper length of time as determined by the county board of health, and, thereafter, the dangerous dog shall be destroyed in an expeditious and humane manner.

(F) No owner of a dangerous dog shall be held criminally liable under this article for injuries inflicted by said owner's dog to any human being while on the owner's property.

Section 9. General provisions.

(A) If any provision of this ordinance, or the application of this ordinance to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application of such other provisions, of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are hereby declared to be severable.

(B) All laws and ordinances, or parts thereof, which conflict with the provisions of this ordinance are repealed.

(C) This ordinance shall become effective upon 19th of October, 1989.

ADOPTED AND APPROVED this 19 day of October, 1989.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY, GEORGIA.

BY

Henry D. Robinson
Chairman.

D. W. R.
Member.

W. J. S.
Member.

Jackson County Animal Control Ordinance

ARTICLE I. IN GENERAL

Sec. 1-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment (of an Animal) - The act of any person who:

- (a) Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian;
- (b) Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered; or
- (c) Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding facility, or pet sitter for treatment, boarding, or other care, and fails to reclaim the animal by the agreed upon time. The entity shall abide by the requirements of O.C.G.A. § 44 -14 - 490 in disposing of the animal.

Abused Animal - Any animal that has been harmed by an act, an omission or neglect, including but not limited to any animal that has been:

- (a) Deprived of adequate food, water, shelter, ventilation, care, space, or veterinary care.
- (b) Physically harmed, tortured, mutilated, beaten, or illegally killed.
- (c) Trained/used for fighting other animals.
- (d) Used as bait to train/lure other animals to fight/kill.
- (e) Deprived of proper exercise.
- (f) Been left in a cage or crate for long periods of time in unsanitary conditions.

Adequate - Sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

Animal - Shall not include fish or any pests that might normally be exterminated or removed from a business, a residence or other structure.

Animal Bite - Any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

Animal Control Facility/Shelter - Those facilities designated by the Board of Commissioners for the housing and care of animals pursuant to this chapter.

Animal Control Officer - An individual authorized by local law or by the governing authority of the county or the covered municipality to carry out the duties imposed by this

ordinance.

Animal Control Unit – Collectively, the animal control manager and employees who are under the direction of the Jackson County Manager, its successor department(s), or other entity selected by the Board of Commissioners to carry out the duties of animal control for Jackson County pursuant to this chapter and federal/state laws.

Animal Mill - An individual or entity that keeps and/or breeds animals in conditions where animals are frequently caged for extended periods of time, do not receive adequate care, and/or are not kept in an environment conducive to the health and well being of the animals.

Animal Shelter – An entity that possess a shelter license from the Georgia Department of Agriculture.

Attacking or Biting Animal -

(a) Any animal which poses a physical threat to human beings or other animals by virtue of an attack that caused property damage and/or physical injury.

(b) An animal shall not be an “attacking or biting animal” within the meaning of this chapter if:

1. It inflicts an injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer’s official duties.
2. The injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the animal; had in the past been reported to have tormented, abused or assaulted the animal; or was committing or attempting to commit a crime.

Bedding (Adequate) - Sufficient quantity of dry, non-contaminated, safe bedding, which is appropriate to the animal’s age, size, species, and breed requirements.

Board of Health - The Jackson County Board of Health, or its authorized representatives, which shall include officers or employees of JCAC.

Breeder - A person or entity that owns an animal and allows it to reproduce, whether planned or unplanned.

Care (Adequate/Humane) - Attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.

Jackson County Animal Control - The Jackson County Animal Control Unit and Shelter sometimes referred to in this ordinance as “JCAC”.

Confinement - Restriction of an animal to a home, basement, garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.

Costs - Confiscation costs on Potentially Dangerous Dogs, Dangerous Dogs or Vicious Animals are set by the Board of Commissioners or their designee and shall be paid by the owner to Jackson County Animal Control.

Dangerous Dog -

(a) Any dog that, according to the records of the County, has without provocation either:

1. Inflicted severe injury on a human being on public or private property; or
2. Aggressively bitten, attacked or endangered the safety of humans after the dog has been classified as a Potentially Dangerous Dog and after the owner has been notified of such classification.

(b) A dog shall not be a Dangerous Dog within the meaning of this chapter if:

1. The dog inflicts an injury upon a person when the dog is being used by a law enforcement officer executing official duties;
2. The injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had in the past been reported to have tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

Dead Animal - A deceased animal including the carcass or parts of a carcass.

Dispose of -

(a) The sale of any live animal at public or private sale, the giving or adopting of a live animal to an individual/entity, or the transference of ownership of a live animal to JCAC or any licensed humane society, licensed rescue group or licensed veterinarian.

(b) Appropriate burial or cremation of a dead animal as directed in this chapter.

Dog Control Officer - The manager of Jackson County Animal Control or his/her designee who is responsible for enforcing the State Dangerous Dog Laws. This term "Dog Control Officer" is utilized by state law with regard to the State Dangerous Dog Law.

Domestic Animal - Any animal other than wildlife, wild animals, or exotic animals as defined by this chapter that is domesticated by humans so as to live and breed in a tame condition.

Effluent - An outflow or discharge of waste.

Euthanasia - The legal act of putting animals to death using humane methods approved

by the Georgia Department of Agriculture.

Exercise (Adequate) - Bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.

Exotic Animal - Any animal that is not indigenous to the State of Georgia.

Fence - A structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

(a) A fence does not include an "invisible fence" if the fence is:

1. Turned off or the animal is not wearing a properly operating signaling device;
2. Ineffective for any animal that has learned it can cross the fence line;
3. Intended to be a means of keeping people or animals out of an enclosed area; or
4. Buried in or adjacent to the county right of way.

(b) An invisible fence is not an acceptable means of control for an animal that is classified as vicious, dangerous, potentially dangerous, or is in estrus/heat.

Fighting Animal/Game Animal - Any animal that has aggressive parentage, or an animal bred and/or trained to:

- (a) Exhibit aggressive qualities;
- (b) Have no instinct to withdraw from a fight or to display signs of submission;
- (c) Fight to the point of complete exhaustion or death with minimal provocation;
- (d) Suppress the animal's instinct for self-preservation;
- (e) Inflict maximum damage to the animal's opponents;
- (f) Offer little or no indication that an attack is imminent; or
- (g) Be ready/willing for combat and unyielding in combat.

Food (Adequate) - Sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.

Foster Home - A temporary home that cares for animals until they can be placed in a permanent home or returned to JCAC or its designee for adoption/disposal. Foster homes must be affiliated with and controlled by licensed rescue groups and/or licensed animal shelters.

Garbage - All refuse matter/effluent. Garbage includes, but is not limited to animal or vegetable refuse, by-product of a restaurant, kitchen, or meat/poultry processing establishment, spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise (that is normally discarded).

Grid - A manufactured type of wood, plastic, or wire flooring specifically designed to be used in an area where an animal is housed.

Hoarder - A person or entity that:

- (a) Collects animals and fails to provide them with humane/adequate care;
- (b) Collects dead animals that are not properly disposed of as required by this chapter; or
- (c) Collects, houses, or harbors animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept, and/or to the animals or residents of adjacent property.

Human Exposure to Rabies - Any bite, scratch, or other situation in which saliva or central nervous system (CNS) tissue of a potentially rabid animal enters an open wound, fresh wound, or comes in contact with a mucous membrane by entering the eye, mouth, or nose. Touching or handling a potentially rabid animal with the possible exception of a bat or touching or handling another animal or inanimate object that has had contact with a rabid animal does not constitute an exposure unless wet saliva or CNS tissue entered a fresh, open wound or had contact with a mucous membrane. Likewise, contact with the urine, feces, or blood of a potentially rabid animal does not constitute an exposure since the pathogenesis of rabies is such that the virus follows nerve pathways and has only limited circulation in the blood.

Humane Society - A licensed organization that rescues, assists and provides care for animals, educates the public in humane care of animals, initiates/facilitates programs to improve the quality of life for animals.

Impoundment - The taking into custody of an animal by JCAC.

Licensed - Having a valid Georgia State license issued under the authority of the State of Georgia.

Lure - An animal used to bait/teach/encourage another animal to chase, fight or kill other animals.

Manager - The manager of the Jackson County Animal Control Unit or his/her designee.

Neglect - Absence of adequate care.

Neglect (willful) - The intentional withholding of adequate food, water and humane care required by an animal to prevent starvation, dehydration, death, or other harmful/debilitating conditions.

Nuisance Animal - Any animal that:

- (a) Damages, soils, defiles, eliminates or defecates on private property other than its owner's property or on public property;
- (b) Causes unsanitary or offensive conditions or otherwise endangers public health, welfare or safety;

- (c) Causes a disturbance by barking, howling or other noisemaking for a period of more than 15 minutes between 10 PM and 6 AM;
- (d) Chases vehicles, bicycles, or people;
- (e) Is in estrus and not confined in a manner which can keep it away from intact males of the same species; or
- (f) Causes serious annoyance to a neighboring residence and interferes with the reasonable use and enjoyment of that property.

Owner - Any person owning, possessing, harboring, keeping or having custody or control of any animal subject to this chapter for five or more days. This definition is intended to embrace any person who is a custodian.

Potentially Dangerous Dog -

- (a) Any dog that has without provocation bitten a human being on public or private property.
- (b) A dog is not considered a Potentially Dangerous Dog according to this chapter if:
 1. The dog inflicts an injury upon a person when the dog is being used by a law enforcement officer in carrying out official duties; or
 2. The injury inflicted was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the dog, had in the past been reported to have tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

Primary Enclosure - Any structure or device used to restrict an animal to a limited amount of space, such as a fence, building, room, pen, run, cage, stall, paddock, or pasture, that provides adequate space and shelter.

Proper Enclosure - An enclosure for keeping a Dangerous Dog, Potentially Dangerous Dog or Vicious Animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker.

The enclosure must:

- (a) Be designed to prevent the animal from escaping, and
 1. If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.
 2. If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.
- (b) Provide adequate shelter.
- (c) Provide adequate space for the animal.

Provoked Attack - An attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

Relinquished - Written transfer of ownership of an animal by the owner to JCAC.

Rescue Animal - A dog, cat, or other animal temporarily maintained by a licensed rescue group until the animal can be placed in a permanent home.

Rescue Group (Licensed) - Any individual or entity that houses and cares for rescue animals until permanent homes can be located and that maintains all required federal, state and local licenses/registrations.

Restraint of Animal - Complete and immediate control of an animal by a physical device while under the direct supervision of a competent person. .

Running at Large - Any domestic animal not under the control and restraint of the owner or the owner's designee.

Sale of Animals - The transfer of ownership of an animal through verbal or written agreement to a new owner in exchange for money, goods, services, or fees.

Sanitary Conditions - Animal living space free from health hazards, irritants, or conditions that may endanger or pose a significant risk to an animal's health. In the case of farm animals, nothing in this section shall be construed as imposing sanitation requirements or standards more stringent than normally accepted animal husbandry and humane practices as defined by this chapter and Georgia state law as regulated by the Georgia Department of Agriculture.

Severe Injury - Any physical injury resulting in any of the following:

- (a) broken bones;
- (b) puncture wounds;
- (c) lacerations, with or without, sutures;
- (d) a medical procedure; or
- (e) death.

Shelter (Adequate) - Protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health. (a) Adequate shelter includes but is not limited to the following:

1. Sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures;
2. Sufficient protection from the elements to keep the animal dry;
3. Sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and

4. Adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

(b) Adequate shelter is structurally sound housing which provides an animal with:

1. Adequate space;
2. Four solid walls or an "igloo" type of structure;
3. A roof;
4. A dry floor that is either:
 - a. Solid, or
 - b. Grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.
5. An entrance; and
6. Adequate space for the number of animals on the property.

(c) Materials not suitable for shelters include but are not limited to:

1. Inadequately insulated containers;
2. Crates with exposed sharp edges;
3. Metal or plastic drums;
4. Abandoned or parked vehicles;
5. Porches or decks;
6. Lean-tos;
7. Any other structure that fails to provide sufficient protection from the elements; and
8. Any other structure that is not safe or suitable for housing the species.

Sheriff's Department - The Jackson County Sheriff's Department or its successor department(s).

Space (Adequate) -

- (a) Sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal;
- (b) Sufficient space during periods of confinement, suitable to the age, size, species and breed of animal to permit the animal to turn about freely, stand, sit, or lie, move, etc. in a comfortable and normal position; or
- (c) For sick or injured animals, confinement as directed by a veterinarian.

State Dangerous Dog Control Law - O.C.G.A. § 4-8-20 et seq. as amended.

Strict Confinement/Isolation for Animals Bitten by Rabid Animal - Confinement for the period of time recommended by the State of Georgia and kept inside a home, basement, garage, or suitable building, and isolated from other animals and people other than the caretaker while the animal is being observed for symptoms of rabies. An animal within a fenced yard, on a chain, or otherwise in an area accessible in any way to other

animals or persons other than the caretaker is not in a strictly confined area.

Temperature Control (Adequate) - Maintaining temperatures recommended for animals by the Department of Agriculture guidelines for shelters and farm animals.

Tether - Any chain, rope, leash, tie out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object. Acceptable temporary tethers include appropriate size chain, leash, rope or other tethering device that is of adequate length to satisfy the space and exercise requirements for the animal. In any event, any tether must be a minimum of 10 feet in length. Tethering devices, as referred to in this chapter, are the type commonly used for the size animal involved and are attached to the animal by means of a properly fitted collar or harness.

Training Group (Licensed) - An appropriately licensed organization or individual that trains animals to assist physically handicapped persons, to assist search and rescue operations, and/or to work with government agencies or law enforcement agencies.

Unprovoked Attack or Without Provocation - An attack that is not provoked as defined by this chapter.

Unsanitary Conditions - Animal living space including shelter and exercise area, contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to an animal's health, including but not limited to:

- (a) Excessive animal waste;
- (b) Garbage, trash or effluent;
- (c) Standing water or mud;
- (d) Rancid/contaminated food or water;
- (e) Fumes, foul or noxious odors, contaminated air, hazardous chemicals or poisons;
- (f) Decaying materials;
- (g) Uncontrolled parasite or rodent infestation; and
- (h) Areas that contain nails, screws, broken glass, broken boards, pits, poisons, sharp implements or other items that could cause injury, illness or death to an animal.

Ventilation (Adequate) - Fresh air sufficient to provide for the health of an animal.

Veterinarian - A doctor of veterinary medicine licensed to diagnose and treat diseases and injuries in animals.

Veterinary Care (Adequate) - Medical care of an animal from or under the direction of a licensed veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:

- (a) Ongoing infections;
- (b) Infestation of parasites;
- (c) Disease; or
- (d) Any other medical condition/injury where withholding or neglecting to provide such care would:

1. Endanger the health or welfare of the animal; or
2. Promote the spread of communicable diseases.

Veterinary Clinic (Licensed) - A business facility where veterinary medicine is practiced.

Vicious Animal -

(a) Any animal which:

1. Constitutes a physical threat to human beings or other animals by virtue of an attack of such severity or intensity as to cause severe property or physical damage; or
2. Makes an unprovoked attack on animals or on human beings; or
3. Intentionally attacks physical property in an effort to cause harm to a human or other animal.

(b) An animal shall not be a Vicious Animal within the meaning of this chapter if:

1. It inflicts an injury upon a person when the animal is being used by a law enforcement officer carrying out official duties; or
2. The injury inflicted by the animal was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the animal, had in the past been reported to have tormented, abused or assaulted the animal, or was committing or attempting to commit a crime.

Water (Adequate) - Clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/ contaminated water are not considered adequate water.

Wild Animal/Wildlife - Any animal which is indigenous to this state, but not included in the definition of a domestic animal, and including any hybrid animal that is part wild animal.

Cross reference – Definitions generally, § 1-2.

*See Georgia Department of Agriculture, Animal Industry Division, Chapter 40-13-13, Animal Protection and the current state law

Penalty for Violation of Chapter.

Except as provided for in Section 1-12.2 of this Ordinance, any person convicted of a violation of this Ordinance shall be punished by a fine of not less than twenty five dollars (\$25) for the first offense or by confinement in the County jail for a period of one day or by both fine and confinement. A second offense shall be punished by a fine of not less than fifty dollars (\$50) or by confinement in the County jail for a period of two days or by both fine and confinement. Any subsequent offense may be punished by the maximum amount allowed for the violation of county ordinances by state law. Applicable

court costs shall be levied in addition to any fine imposed.

Sec. 1-3. Interpretation of Chapter.

(a) Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal or state law.

(b) Nothing in this chapter shall be interpreted or applied so as to create any liability on the part of county, or any employee, board or official which enforces or fails to enforce any of the provisions provided in this chapter or any provisions in the State Dangerous Dog Law.

Sec. 1-4. Incorporation of State Law; Construction; Other Regulations.

(a) Incorporation. The State law known as the Dangerous Dog Control Law is incorporated in this chapter by reference and made part of this chapter.

(b) Construction. This chapter shall be construed to effectuate its purposes and policies and to supplement such existing state laws as may relate to animals.

(c) Other regulations. Other provisions of law or regulations relating to this chapter shall apply when any provisions of this chapter shall conflict with the laws of the state or the United States of America. The laws of the state or the United States of America shall apply when this chapter is silent.

Sec. 1-5. Jurisdiction and Interlocal Agreement.

The jurisdiction for enforcement of this chapter shall be in the unincorporated area of the County; however, the County may contract or enter into agreements with other municipalities to enforce this chapter for joint animal control services or for the provision of animal control services and for the separate or joint use of personnel, facilities and equipment for such services. Such agreements or contracts shall be subject to any state law, which may govern.

Sec. 1-6. Interference with Animal Control Officer.

It shall be unlawful to interfere with any animal control officer by taking or attempting to take any animal from any vehicle used to transport such animal, or by taking or attempting to take any animal from the animal control impounding areas, or by any other method which would block or hinder any officer referred to in this section from performing his duties.

Sec. 1-7. Disposal of Dead Animal.

(a) Legislative authority. This section is enacted pursuant to the Georgia Constitution and 1967 Ga. Laws (Act No. 19), page 914 (see pt. J, § 1-4) and 1969 Ga. Laws (Act No. 213), page 2486 (see pt. I, §§ 2-38, 2-39).

(b) Abandonment of dead animals; requirements as to disposal generally.

1. It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the animal, its parts, or blood. Under no conditions may dead animals be abandoned at any location, including but not limited to, in wells or open pits of any kind on private or public land.

2. No person shall dispose of an animal, its parts or blood, by burial on the land of another without the permission of the owner of the land.
3. Arrangements for proper burial must be made with a County official in order to dispose of a dead animal in a county landfill.

(c) Removal and disposition of dead animals within rights of way and on public property. Any other provision of this section to the contrary notwithstanding, it shall be the duty of JCAC and the County Department of Transportation to remove and dispose of the carcasses of all dead animals found within the rights-of-way of all County roads maintained either totally or in part from County funds. (d) Methods of disposal of dead animals. Methods which can be used for disposal of dead animals are burial and incineration in a County approved incinerator. Disposal of animal carcasses by either of the approved methods must be completed within 12 hours after the death or discovery of the carcass unless the carcass is properly refrigerated or frozen.

1. If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process only in a County approved incinerator.
2. Carcasses which are buried must be buried at least three feet below the ground level, but no more than eight feet, and have not less than three feet of earth over the carcass.
3. Mutilation of dead domestic animals is prohibited. (Code 1977, § 3-5-15.1)

State law reference – Dead Animals Disposal Act, O.C.G.A. § 4-5-1 et. seq.

Sec. 1-8. Treatment of Diseased or Injured Animals.

When, in the opinion of the JCAC Manager, an animal in the custody of JCAC is:

- (a) Diseased or injured and in need of immediate treatment so as to lessen the animal's suffering or to prevent the spread of communicable disease, the JCAC Manager or designee shall immediately obtain the services of or place the animal with a licensed veterinarian for the purpose of administering necessary treatment.
- (b) Suffering needlessly due to a life threatening disease or injury, and a licensed veterinarian recommends euthanasia as the most humane course of action, and the JCAC Manager or designee agrees that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

Sec. 1-9. Animals Creating Nuisances.

The owner of any animal shall be in violation of this chapter if the animal exhibits any behavior or engages in any activity defined under 1-1 "Nuisance Animal."

Sec. 1-10. Requirements for Possessing Dangerous or Potentially Dangerous Dogs; Registration; Insurance; Inspection.

- (a) Certificate required. It shall be unlawful for any person to have or possess a Dangerous Dog or Potentially Dangerous Dog without a certificate of registration issued by the County. No more than one certificate of registration shall be granted per person or

owner for a Dangerous Dog or Potentially Dangerous Dog. No more than one certificate shall be issued per domicile.

(b) Conditions for issuance of certificate. Subject to the requirements of this section for Dangerous Dogs and subject to revocation for non-compliance and possible confiscation, the JCAC Manager shall issue a certificate of registration to the owner of a Dangerous Dog or Potentially Dangerous Dog if the owner presents to the JCAC Manager sufficient evidence of the following:

1. A proper enclosure to confine the Dangerous Dog or Potentially Dangerous Dog; and
2. The posting on the premises of a Dangerous Dog sign obtained from the County warning that there is a Dangerous Dog or Potentially Dangerous Dog on the property.

(c) Dangerous dogs. In addition to the requirements of subsection (a) and (b) of this section, the owner of a Dangerous Dog shall present to the JCAC Manager evidence of either:

1. Insurance. A policy of insurance in the amount specified by the State of Georgia Dangerous Dog Law, issued by an insurer authorized to transact business in this State insuring the owner of a Dangerous Dog against liability for any personal injuries inflicted by the Dangerous Dog, provided:
 - a. It shall be the continuing and sole duty of the owner to provide the JCAC Manager an updated and effective policy;
 - b. The owner shall notify the JCAC Manager of any changes, renewals, and/or cancellations by written notice at least 30 days prior to any change, renewal, and/or cancellation; and
 - c. The County shall have the right to rely on the representations of the owner that to maintain the required insurance when the owner qualifies for the issuance of the certificate of registration; Or
2. Surety bond. A surety bond in the amount specified by the State of Georgia and issued by a surety company authorized to transact business in this state payable to any persons injured by the Dangerous Dog.

(d) Fees. The certificate of registration must be renewed annually on the date the dog was declared a Dangerous Dog or Potentially Dangerous Dog. An annual fee to register Dangerous Dogs and Potentially Dangerous Dogs as set by the Board of Commissioners shall be paid by the owner to JCAC.

(e) Right to inspect. JCAC shall have the right to inspect, randomly and without notice, a Dangerous Dog or Potentially Dangerous Dog, which is required to be confined pursuant to this section, in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.

(f) The owner of a Dangerous Dog or Potentially Dangerous Dog shall notify the Dog Control Officer within 24 hours if the dog is loose, unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall provide the Dog Control Officer the name, address, and telephone number of the new

owner of the dog, and notify the new owner of the designation.

(g) The owner of a Dangerous Dog or Potentially Dangerous Dog shall notify the Dog Control Officer within 10 days if the owner is moving within the Dog Control Officer's jurisdiction or moving from the Dog Control Officer's jurisdiction. The owner of the Dangerous Dog or Potentially Dangerous Dog who is moving out of the County shall register the Dangerous Dog or Potentially Dangerous Dog in the new jurisdiction within 10 days after becoming a resident. Likewise, any person moving into Jackson County who owns a Dangerous Dog or Potentially Dangerous Dog shall register the Dangerous Dog in Jackson County within 10 days after becoming a resident.

(h) Any person who releases a Vicious Animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.

State law reference – Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.

Sec. 1-11. Control of Animal.

(a) General Control.

1. It shall be unlawful for the owner of any animal to permit such animal to be out of his immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control may constitute control of an animal.
2. Restraint of dogs and/or animals shall be maintained as follows:
 - a. When upon the premises of the owner, all animals shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal.
 - b. When off the premises of the owner, all animals shall at a minimum be maintained on an appropriate chain, leash or tie not exceeding 12 feet in length, and in the hands of a person who possesses the ability to restrain the animal.
3. The requirements of subsection 2 (a) and 2 (b) shall not apply in the areas zoned for agricultural purposes or where the owner of the dog is using the dog for hunting or working purposes on property with the permission of the owner or person in possession of such other property. If the dog is being used for hunting purposes the owner shall have on his person a valid hunting license. Dogs, while hunting, or show dogs while being shown, are not required to wear a collar or dog tag; but the owner shall have the dog tag in his possession where it may be shown upon demand of a representative of JCAC.
4. No person shall tie, stake or fasten any animal within any street, alley, sidewalk, right of way, or other public place within the County or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.

5. Every female dog and cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with an intact male of the same species except for planned breeding.
6. Every animal shall be restrained and controlled so as to prevent it from causing property damage, harassing pedestrians or bicyclists, molesting passersby, chasing vehicles, or attacking persons or other animals.

(b) Control of Attacking or Biting Animal, Vicious Animals, Potentially Dangerous Dogs and Dangerous Dogs.

1. The above provisions concerning general control and contained in paragraph (a) are applicable to Attacking or Biting Animals, Vicious Animals and Dangerous Dogs and Potentially Dangerous Dogs.
2. When upon the premises of the owner, Attacking or Biting Animals, Vicious Animals, Potentially Dangerous Dogs and Dangerous Dogs shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.
3. The owner of a Dangerous Dog shall not permit the dog to be outside of a proper enclosure unless the dog is muzzled in a manner that will prevent it from biting any person. The dog must be restrained by a substantial chain or leash not more than six feet in length and under the physical control of a person who possesses the ability to restrain the dog.
4. The owner of a Potentially Dangerous Dog, Vicious Animal or Attacking or Biting Animal shall not permit the dog or animal to be outside a proper enclosure unless the dog or animal is restrained by a substantial chain or leash not more than six feet in length and is under the physical restraint of a person who possesses the ability to restrain the dog or animal.

(c) In any prosecution under this code section, any animal found running at large may be held by JCAC as evidence of a violation of this code section. Such holding is at the discretion of the prosecuting attorney, and the animal may be released at the conclusion of the prosecution.

(d) In lieu of paying a fine or serving jail time under this section, a violator may, at the discretion of the judge, relinquish the animal to JCAC for placement or disposal as determined by JCAC.

State law reference – Livestock running at large, O.C.G.A. § 4-3-1 et seq.; permitting dogs in heat to run at large, O.C.G.A. § 4-8-6.

Sec. 1-12. Attacking or Biting Animals.

The owner of any animal that exhibits the characteristics or behavior as set forth in the definition of “Attacking or Biting Animal” shall be in violation of this chapter.

Sec. 1-12.1. Vicious Animals; Possession of Vicious Animals.

(a) The owner of any animal shall be in violation of this chapter if the animal engages in any activity or exhibits any behavior as defined by this chapter under 1-01 “Vicious Animal”.

(b) Upon being adjudicated guilty of or entering a guilty plea or nolo contendere plea to a charge made under this provision, the owner of the Vicious Animal, if allowed to maintain the animal will have to adhere to the following requirements for possessing a Vicious Animal:

1. The owner must possess a proper enclosure to confine the Vicious Animal; and
2. The owner must post the premises with a Vicious Animal warning sign.

(c) Right to Inspect. JCAC shall have the right to inspect, randomly and without notice, a Vicious Animal which is required to be confined pursuant to this section in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.

(d) Any person who releases a Vicious Animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.

1-12.2. Penalty for Violation of Sec. 1-12.1.

For the first conviction under foregoing Section 1-12.1, Vicious Animals; Possession of Vicious Animals, the following penalties may be assessed;

- (a) The convicted person may serve 60 days confinement, and/or
- (b) The convicted person may be fined \$1,000.00, and/or
- (c) The convicted person may be required to relinquish control of the animal in question to Jackson County Animal Control and the animal will be dealt with in the discretion of Animal Control.

State law reference – Liability of owner or keeper of vicious or dangerous animal for injuries caused by animal. O.C.G.A. § 51-2-7.

Sec. 1-13. Attacking and Biting Animals; Report of; Confiscation.

(a) Notice to the County.

1. Any person having information an animal has bitten or attacked a person shall immediately report such information to JCAC.
2. Notwithstanding the provisions of subsection (a)(1) of this section, the owner of a Vicious Animal shall notify JCAC immediately, but in any case within 24 hours, if the animal is loose, unconfined, has attacked a human, has died or has been sold or donated. If the animal has been sold or donated, the designation travels with the animal, and the original owner shall provide JCAC with the name, address and telephone number of the new owner of the animal, and the former owner shall inform the new owner of the designation.

(b) Confiscation of Biting Animals. Upon receiving notice that an animal has bitten or attacked a person, an authorized person from JCAC shall investigate the incident. Any animal determined to have bitten a person shall be immediately strictly confined and isolated for observation at JCAC or, at the owner's option, the owner may immediately take the Biting Animal to a licensed veterinarian. In the event the licensed veterinarian is

closed or unable to take the animal at that time, the animal will be immediately transported to the animal shelter and held until the animal can be transported to a veterinary clinic. Regardless of the quarantine or confinement location, the owner shall be responsible for all expenses incurred. The biting animal shall be segregated and isolated for at least ten days from the date of the bite.

1. (1) Nothing shall prohibit JCAC from allowing an animal to remain in strict confinement on the premises of the owner subject to daily inspections by JCAC so long as the health, safety, and welfare of any person or animal is not threatened. Those animals may include but are not limited to the following:
 - a. A female animal that is nursing offspring and that is current on her rabies vaccination.
 - b. A vaccinated animal if the animal has a medical condition, verified by a written statement from a licensed veterinarian, and confinement at JCAC or a veterinary clinic would be detrimental to the health and welfare of the animal.
 - c. An animal that is current on its vaccination and has bitten its owner, caretaker, or member of its family.
2. No animal that is in strict confinement for biting shall be vaccinated for rabies until the end of the quarantine period.
3. No animal that is in strict confinement shall be sterilized or undergo any other surgical procedure during the quarantine period unless the surgery is necessary for a life threatening medical condition or injury.

(c) Confiscation of Dangerous Dogs and Potentially Dangerous Dogs. In addition to the provisions of subsection (b) of this section, a Dangerous Dog or Potentially Dangerous Dog, after adjudication, shall be confiscated as follows:

1. Dangerous dogs. A Dangerous Dog shall be immediately confiscated by JCAC or by a law enforcement officer or by another person authorized by JCAC if:
 - a. The owner of the dog does not secure the liability insurance or bond required by Section 1-10;
 - b. The dog is not validly registered as required by Section 1-10 of this section, including the posting of warning signs;
 - c. The dog is not maintained in a proper enclosure; or
 - d. The dog is outside of a proper enclosure in violation of Section 1-11.
2. Potentially Dangerous Dogs. A Potentially Dangerous Dog shall be confiscated in the same manner as a Dangerous Dog if the dog is:
 - a. Not validly registered as required by Section 1-10, including the posting of warning signs;
 - b. Not maintained in a proper enclosure, or
 - c. Outside of a proper enclosure in violation of Section 1-11.

(d) Return of confiscated Dangerous Dogs, Potentially Dangerous Dogs or Vicious Animals. Any dog that has been confiscated under the provisions of subsections (b), (c) (1) or (c) (2) of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon payment of reasonable confiscation costs

provided in this chapter. If the owner has not complied with the provisions of this section the dog shall be destroyed in an expeditious and humane manner. The payment of reasonable confiscation costs and the return of a dog shall not bar or affect an action against the owner for violation of this chapter. A citation for non-compliance shall be issued in such cases.

Section 1-14. Prohibited Animals.

It shall be unlawful to purchase, sell, own, possess, harbor or breed skunks, foxes, prairie dogs, raccoons, coyotes, wolves, hybrid wolves, any hybrid animal that is part wild animal, exotic cats or any other wildlife unless licensed by the respective federal or state department of agriculture to possess such animal.

Secs. 1-15 – Sec 1-35 Reserved.

Article II. Administration and Enforcement

Division 1. Generally.

Section 1-36. Animal Control Unit; Unit Manager; Dog Control Officer; Animal Control Officers; Humane Officers.

(a) Animal Control Unit. There is hereby created the County Animal Control Unit, which shall have primary responsibility for animal control and welfare in the County.

(b) Appointment of Unit. The Unit Manager of the Animal Control Unit shall be appointed by the appropriate appointing authority. The Unit Manager may also be designated by the Board of Health as the official Rabies Control Officer for the County.

(c) Powers and duties of Unit Manager. The Unit Manager shall be primarily responsible, with support from Jackson County Manager, for the enforcement of this chapter; and his duties shall include but not limited to the following:

1. Responsible for the operation of the animal shelter and the performance of such duties and the keeping of such records as the Board of Commissioners may require.
2. Cooperation with the County Board of Health in the enforcement of rabies control regulations and of animal control directives.
3. Cooperation with animal welfare organizations.
4. Taking up and impounding animals which are in violation of this chapter, using any and all means available that are humane in nature.
5. Housing animals at the animal shelter, or at any facility designated by JCAC to function or serve as an auxiliary shelter.
6. Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal the following:
 - a. A general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any;
 - b. The date of receipt;

- c. The date and manner of disposal;
- d. The name and address of the person reclaiming or adopting;
- e. The fees and charges;
- f. The proceeds of sales received;
- g. The condition of the animal when received;
- h. Any treatment administered to the animal, including any drugs, medication or appliances;
- i. The condition of the animal when reclaimed, redeemed, adopted or purchased; and
- j. Such additional records as the Board of Commissioners may require.

(d) Identification. The Animal Control Officers shall wear uniforms and badges containing individual names while engaged in the execution of their duties. The Unit Manager and assistant manager shall possess badges for use in the execution of their duties, but shall not necessarily wear uniforms.

(e) Dog Control Officer. The Unit Manager is hereby designated the responsibility of Dog Control Officer, and shall carry out all duties provided for by the State Dangerous Dog Control Law for the County or any other local government pursuant to contract or agreement; and his duties shall include, but not be limited to the following:

1. Upon receiving a report of a Dangerous Dog or Potentially Dangerous Dog, to make such investigation and inquiries as may be necessary to identify Dangerous Dogs and Dangerous Dog owners within the Dog Control Officer's jurisdiction.
2. Notifying the dog's owner pursuant to the State Dangerous Dog Control Law when the dog has been classified.

(f) Enforcement by Unit Manager, Animal Control Officer, Humane Officers. In addition to other duties, the Unit Manager, Animal Control Officers and Humane Officers shall have authority to investigate all animal complaints and enforce the Animal Control Ordinance and State Dangerous Dog Law as applied in this chapter.

Sec. 1-37. Fees.

(a) The fees with respect to all services performed in connection with enforcement of this chapter shall be set by the Board of Commissioners from time to time. A copy of such fee schedule shall be posted at the headquarters of the JCAC and may be changed at any time and from time to time as determined by the Board of Commissioners.

(b) The fees established and collected under this chapter and pursuant to the State Dangerous Dog Control Law are not penalties but are imposed for the sole purpose of defraying expenses borne by the County for animal control and welfare under this chapter and are subject to change at any time.

(c) JCAC may waive any part of the normally required fees at their discretion.

Sections 1-38 – 1-65. Reserved.

DIVISION 3. ANIMAL IMPOUNDMENT, REDEMPTION AND ADOPTION

Sec. 1-66. Impoundment of Animals Found Running at Large; Notice to Owner.

(a) Subject to the State Dangerous Dog Control Law and the provisions of this chapter relating to rabies control and the rules and regulations of the Board of Health and this chapter, any animal found running at large or otherwise engaged in any activity or existing in a condition prohibited by this chapter or by the State Dangerous Dog Control Law shall be taken and impounded at the animal shelter.

(b) Any person may take into custody any animal running at large in violation of this chapter and place with JCAC.

(c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the animal shelter without fee or charge. However, a person may house the animal for five business days while attempting to locate and/or contact the owner. Once in the custody of the animal shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of JCAC.

(d) Upon receipt for impoundment of any domesticated animal found to have any means of identification, the JCAC shall immediately make diligent efforts to ascertain the identity of the animal's owner. If identified, JCAC shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If JCAC is unable to contact the owner by telephone, it shall send notice of impoundment to the owner by certified mail.

(e) Diseased, injured, or pregnant animals, and animals in need of immediate veterinary care so as to lessen the suffering, prevent the spread of a communicable disease to other animals, and/or to save the animal's life, shall be treated by or under the direction of a licensed veterinarian. If an animal is suffering from any life threatening disease or injury where life cannot be maintained and a slow death would be inhumane, and the licensed veterinarian and the JCAC Manager agree that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

(f) Any licensed veterinarian who is caring for an animal during the period of impoundment shall immediately notify the JCAC Manager if the animal dies.

Sec. 1-66.1. Taking; Selling; Impounding of Owned Animals.

(a) Any person who takes, steals, or deliberately lures a cat, dog or other domestic animal off the property of the owner without permission of the owner, or who deliberately releases such animal from the property of the owner, without the permission of the owner, shall be in violation of this chapter.

1. A law enforcement officer or the JCAC Manager or his designee who takes an animal as directed in this chapter while performing his duties as defined by this chapter shall not be in violation of this section.
2. An animal that has been injured, that is in danger, or whose health or safety has been compromised may be removed by JCAC without being in violation of this chapter.

3. Any JCAC officer who finds an animal in need of immediate medical care or treatment due to a life threatening illness or injury or finds an animal in danger, may remove the animal from public or private property if the removal is for the purpose of seeking immediate medical care for the animal, or is in the immediate best interest of the animal. If the animal is removed from a private residence, notice shall be left at the owner's residence advising the owner of the impoundment and reason for impoundment. Any animal impounded by JCAC will be returned only at the discretion of JCAC. All fees for impoundment and/or medical care must be remitted to JCAC prior to release of the animal.

(b) It shall be a violation of this chapter for any person who, knowing the identity of an animal's owner, without permission of said owner does any of the following:

1. Relinquishes the animal to JCAC without notifying JCAC of the animal owner's name and address;
2. Relinquishes the animal to JCAC and falsely represents himself as the owner of the animal;
3. Sells the animal; or
4. Gives the animal away.

Sec. 1-66.2. Entrapment of Animals by JCAC; Methods, Duration, Access to Food and Water, etc.

(a) Trapping of animals by JCAC is permitted only if all of the following are complied with:

1. The trap shall be a humane trap that is safe and non-debilitating;
2. The trap must be placed in such a manner to prevent injury to children;
3. Traps set to operate must be checked at least every four hours;
4. Traps must not be set for more than four hours prior to the earliest possible transport to the animal shelter; and
5. Traps can only be placed on public or private property with permission of the owner or lessor of the property.

(b) Trapped animals:

1. Shall be given food and water as needed to prevent malnutrition and dehydration;
2. May not be treated in a cruel or abusive manner;
3. That are domestic animals and are seriously ill or severely injured shall be taken to a licensed veterinarian or the animal shelter for evaluation, care and disposition;
4. That are domestic animals that appear to be uninjured and reasonably healthy shall be taken to animal shelter or returned to the owner if known; and
5. That are wild animals or wildlife shall be taken to the animal shelter.

Sec. 1-67. Period of Impoundment or Confinement.

(a) All periods specified in this section shall be deemed to commence at 12:01 a.m. of the

day following the day of impoundment or confinement.

(b) Other than those dogs confiscated under Section 1-13 (b), 1-13 (c), 1-97, or 1-121 through 1-121.18, all impounded animals shall be kept at the animal shelter for a period of not less than five working days unless redeemed within such period.

(c) Wildlife or wild animals as defined by this chapter which have been captured by or come to be in the custody of JCAC shall not be deemed impounded and need not be retained for any minimum length of time. Wildlife and wild animals received by JCAC will be disposed of in accordance with federal and state guidelines.

(d) Any animal which is voluntarily surrendered to JCAC shall be deemed permanently relinquished to JCAC and may be immediately adopted, destroyed or otherwise disposed of as though it had been impounded. A surrender fee, as established by the Board of Commissioners from time to time, must be paid prior to release of the animal.

Sec. 1-68. Redemption; Abandonment.

(a) The owner of any impounded animal may regain possession of the animal upon payment of all applicable fees specified in Section 1-37 and compliance with the terms of this chapter. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this chapter and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this chapter. The following exceptions apply:

1. Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by this chapter as inhumane treatment may be retained by JCAC until such time as the case is disposed of in a court competent to hear such matters.

(b) Any impounded animal not redeemed within the period specified in Section 1-13(d), or 1-67, whichever is applicable, shall be considered abandoned to JCAC, in which event all rights of ownership shall vest in JCAC; and the owner shall have no further claim to such animal.

Sec. 1-69. Adoption.

(a) JCAC shall endeavor to locate adopters for adoptable animals. No adoption shall become final until the termination of the impoundment period or confinement period provided for in Section 1-67. No person under 18 years of age may adopt an animal and all adopters must provide proper identification prior to the adoption.

(b) As a condition precedent to adoption, all fees pursuant to Section 1-37(a) shall be paid by the adopter.

(c) The Unit Manager shall have the right to refuse adoption to any person or entity who, for any reason, in the discretion of the unit manager or his designee, may be deemed unsuitable as an adopter.

(d) No transfer of any animal held at the animal shelter shall be valid without the written approval of JCAC.

(e) All animals adopted from the animal shelter shall be neutered or spayed prior to adoption.

(f) No person residing in the same household, nor any corporation, institute or other entity, may adopt more than three animals within any 12 month period; however, nothing shall prohibit JCAC discretion to donate more than three animals in a 12 month period, if the donation is in the best interest or welfare of the animal or it is in the best interest of public safety.

(g) Notwithstanding any other provisions of this chapter, JCAC shall have the right to keep any animal which could otherwise be adopted or sold.

Sec. 1-70. Sale of Animals.

JCAC shall have the exclusive right to dispose of all animals that have been relinquished to JCAC, impounded or confiscated and not redeemed within the period specified by JCAC, in any manner deemed appropriate and in the best interest of the animal and in accordance with this chapter.

Sec. 1-71. Destruction of Animals.

(a) Subject to those dogs falling within subsections (b) and (c) of this section, any impounded animal within one of the following categories may be destroyed at the discretion of JCAC, in as humane a manner as possible:

1. Any animal not redeemed within the periods specified in Section 1-68 and Section 1-13(d) or which by reason of age, disease, temperament or injury, is not considered adoptable or otherwise placeable, or when limitations on available kennel space at JCAC exist.
2. Any animal, which is suffering excessively, without regard to whether the period of confinement designated in Section 1-67 has expired.
3. Any animal, which presents a danger or exhibits a propensity for aggressive behavior towards any person or other animal, without regard to whether the period of confinement designated in Section 1-67 has expired.

(b) The owner of a dog confiscated for violation of Section 1-10 shall have 5 days from the date the dog was confiscated to comply with the provisions of this chapter and pay reasonable confiscation costs to redeem the animal. If the owner has not complied with the provisions of this chapter within the 5-day period, the dog shall be destroyed in an expeditious and humane manner, as determined by JCAC.

(c) Any dog confiscated when the owner is in violation of the State Dangerous Dog Control Law (O.C.G.A. § 4-8-20, et seq. or Section 1-10 of this chapter) shall be destroyed as determined by JCAC only after there has been a conviction or order by the appropriate court under either of such sections.

(d) Any animal confiscated when the owner is in violation of Section 1-12.1 of this chapter may be destroyed as determined by JCAC only after there has been a conviction or an order by an appropriate court.

State Law reference – Euthanasia of dogs and cats by animal shelter, O.C.G.A. § 4-11-5.1.

Sec. 1-72. Neutering and Spaying.

(a) No impounded animal shall be neutered or spayed (sterilized) without the owner's consent until the period of redemption has expired, except any animal that in the opinion of a licensed veterinarian must be sterilized in order to save its life may be sterilized by a licensed veterinarian prior to the expiration of the redemption period.

(b) JCAC shall accomplish the sterilization of any animal whose period of impoundment has expired or that has been voluntarily surrendered to the County by:

1. By JCAC sterilizing the animal prior to adoption.
2. If the animal cannot be sterilized as required due to disease, medical condition, or for other reasons as specified by a veterinarian, then signed verification from a licensed veterinarian shall be delivered to JCAC by the adopter and the animal shall be sterilized upon recovery or as soon as recommended by the veterinarian. Any adopted animal not sterilized within the time specified may be reclaimed by JCAC.
3. All adopted animals must be microchipped and registered prior to adoption, the price being included in the cost of the adoption.

Sec. 1-73 – 1-95. Reserved.

ARTICLE III. RABIES CONTROL*

Section 1-96. Rabies Inoculation, Tag Requirement for Dogs, Cats and Ferrets.

(a) Insofar as the control of rabies is concerned, this chapter shall be construed and enforced consistently with any rules and regulations promulgated by the Board of Health. JCAC and the Public Safety Director and his designees are authorized and directed to enforce any such rabies control rules and regulations which may be promulgated by the Board of Health.

(b) All dogs, cats and ferrets shall be vaccinated by 4 months of age and revaccinated as recommended by the current Compendium of Animal Rabies or a licensed veterinarian according to the type of vaccine and the duration of its effectiveness.

(c) Animals that may not be vaccinated for health reasons at the direction of a licensed veterinarian and those under the suggested age shall wear a collar with identification tags when off the property of the owner.

(d) It shall be unlawful for any person to keep or harbor or allow to be kept or harbored any dog or cat over 4 months of age without a collar, which shall have attached thereto a valid vaccination tag.

1. Dogs, while legally hunting or working on agricultural property with permission of the owner, are not required to wear a collar with identification tags when off the property of the owner.
2. Show animals are not required to wear a collar or rabies tag while being shown as required by this chapter provided that the owner/handler shall have the rabies tag in his possession where it may be shown upon demand of a representative of JCAC.

3. Animals that are housed at licensed kennels, shelters, or veterinary clinics are exempt from wearing collars and rabies tags provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his possession where it may be shown upon demand of a representative of JCAC.

(f) Any dog or cat entering the County for the purpose of a temporary stay not exceeding 14 days shall be exempt from the rabies tag provision of this section, but shall be subject to all other provisions of this chapter.

State Law Reference – Control of rabies, O.C.G.A. § 31-19-1 et seq. Inoculation of dogs and cats against rabies, O.C.G.A. § 31-19-6; rabies inoculation tags, O.C.G.A. § 31-19-6.

Sec. 1-97. Animals Bitten by Rabid Animals/ Suspected Rabid Animals.

- (a) Dogs, cats and ferrets current on their rabies vaccinations that are bitten by a suspected or proven Rabid Animal shall be revaccinated immediately, confined and observed for the recommended time set by the State of Georgia. Confinement is the responsibility of the owner and subject to unannounced inspections by JCAC to ensure compliance.
 - (b) Unvaccinated dogs, cats and ferrets that are bitten by a suspected or proven rabid animal should be humanely euthanized immediately. If the owner is unwilling to euthanize the animal, the exposed animal must be placed in strict confinement/isolation for the period of time set by the State of Georgia and vaccinated one month prior to being released from isolation. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by JCAC.
 - (c) Cattle and livestock that are current on their rabies vaccinations bitten by a suspected or proven Rabid Animal shall be revaccinated immediately, confined, and observed for the period of time set by the State of Georgia. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by JCAC.
 - (d) Unvaccinated cattle or livestock bitten by a suspected or proven Rabid Animal should be destroyed (slaughtered) immediately. Under special circumstances and with the approval of JCAC and the County Health Department, the owner may opt to keep the exposed animal under very strict confinement/isolation and close observation for the period of time set by the State of Georgia.
 - (e) Any animal bitten by a suspected or proven Rabid Animal that is not destroyed and manifests any of the symptoms of rabies should be immediately examined by a licensed veterinarian. If the licensed veterinarian determines the animal is displaying symptoms of rabies and the symptoms cannot be attributed to any other illness or injury, the animal shall be humanely euthanized and JCAC shall be notified.
 - (f) All animals will be managed in accordance with the guidelines established in the most current edition of the Georgia Rabies Control Manual.
- State law reference—Animal bites, O.C.G.A. § 31-19-4.

Sec. 1-98 – 1-120. Reserved.

ARTICLE IV. CRUELTY AND RELATED OFFENSES†

Sec. 1-121. Cruelty to Animals.

(a) Any person who abuses an animal, or aids another person in abusing an animal, or causes or permits an animal to abuse another animal, by acting or failing to act, shall be in violation of this chapter. Cruelty to an animal includes but is not limited to:

1. Willful neglect as defined by this chapter;
2. Failure to provide reasonable remedy or relief for any injured or diseased animal;
3. Overloading, overdriving;
4. Beating, torturing, tormenting or mutilating;
5. Abandonment;
6. Killing any animal or causing the same to be done;
7. Failure to maintain adequate care;
8. Failure to provide adequate food;
9. Failure to provide adequate water;
10. Failure to provide adequate shelter;
11. Failure to provide adequate bedding;
12. Failure to provide adequate primary enclosure;
13. Failure to provide adequate exercise;
14. Failure to provide adequate space;
15. Failure to maintain sanitary conditions;
16. Failure to provide adequate ventilation;
17. Failure to provide adequate temperature control;
18. Hording or collecting animals as defined by this chapter;
19. Owning, managing, obtaining, confining or caring for any number of animals in an animal mill as defined by this chapter; or
20. Otherwise treating any animal in a cruel or inhumane manner;

(b) Exceptions:

1. Licensed veterinarians who perform surgery or euthanasia and JCAC personnel who euthanize animals under the direction of the JCAC Manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.
2. A person shall not be guilty of cruelty when the person is protecting his life, the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him, provided that the person being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused, or assaulted the animal in the past.

Sec. 1-121.1. Aggravated Cruelty to Animals.

(a) Any person shall be in violation of this chapter and shall be guilty of aggravated cruelty who knowingly and maliciously causes or aids another person or animal in

causing or attempting to cause the death, physical harm or serious disfigurement of an animal by, but not limited to, any of the following:

1. Rendering a part of such animal's body useless;
2. Drowning, severely starving, severely dehydrating, strangling, suffocating, burying alive, or burning;
3. Attempting to kill, abuse, maim, disfigure, dismember, mutilate or torture any animal; or
4. Administering poison to any animal or exposing any animal to any poisonous or toxic/deadly substance.

(b) Exception: Licensed veterinarians who perform surgery or euthanasia and JCAC personnel who euthanize animals under the direction of the JCAC Manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.

(c) Exception: A person shall not be guilty of aggravated cruelty when the person is protecting his life, or the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him, provided that the person or animal being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused or assaulted the animal in the past. **Cross Reference** - State law reference – Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C. G. A. § 16-12-4; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.

Sec. 1-121.2. Abandonment of a Domestic Animal.

(a) Any person who engages in any behavior or activity defined under 1-01, "Abandonment (Abandonment of an Animal)" shall be in violation of this chapter.

(b) Exception: An animal that is deserted when premises are temporarily vacated for the protection of human life during a disaster or emergency hospitalization shall not be regarded as abandoned under this article where the owner or custodian lacked sufficient time or resources to make reasonable arrangements for the adequate care and custody of the animal.

(c) Exception: An animal relinquished through a written agreement with JCAC, the Humane Society of Jackson County, other licensed rescue group, licensed veterinarians, individual, or other entity shall not be deemed abandoned but shall be considered relinquished to the entity.

(d) Exception: An animal left unattended when its sole owner dies shall not be deemed abandoned, and shall be impounded by JCAC until JCAC can locate a family member to take custody of the animal. If a family member cannot be located, then the animal will be held in compliance with Section 1-67 of this chapter.

Sec. 1-121.3. Fighting of Animals.

(a) No animal shall be used for fighting.

(b) No animal shall be used to train other animals to fight.

(c) No animal shall be used as bait to encourage aggressive or fighting behavior in other

animals.

(d) No person shall own, possess, keep, harbor, train, lend, borrow, or handle any dog, cat, bird/fowl, or other domestic, feral or wild animal with the intent that such animal shall be engaged in any animal fight/fight training, exhibition of animal fighting or being used as bait for fighting/aggressive animals.

(e) No person shall train, assist, umpire/referee or in any way participate in the training of any animal to be used for animal fighting or used as bait or for animal fighting, or torment, badger or bait any animal for the purpose of fighting or blood sport training or any other such activity, the primary purpose of which is the training/conditioning of animals for aggressive or vicious behavior or animal fights or exhibitions of fighting animals.

(f) No person shall charge admission to, participate in, or be present as a spectator, handler, timekeeper, referee, guard, etc. at any animal fight/battle.

(g) No person shall profit from any activity connected with any animal fight or exhibition of animals fighting or training, or competitions or matches of fighting animals.

(h) Any animal found to be used in violation of subsection (a)(b)(c)(d) or (e) of this section will be immediately confiscated by JCAC.

Sec. 1-121.4. Animal Fighting/Training Arenas/Areas.

No person shall, for the purpose of any exhibition/ occurrence of animal fighting, training for animal fighting, or training of animals to display aggressive behaviors:

1. Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on premises owned or occupied by him;
2. Allow a pit or other animal fighting arena or area whether permanent or portable, to be built, made, maintained, or kept on his premises; or
3. Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on public or private property.

Sec. 1-121.5. Training Equipment.

No person shall:

(a) Possess, use, sell, give, trade, or loan apparatus, paraphernalia, pit supplies, implements, programs, drugs or equipment used to train or condition animals to be aggressive, aggressive animals, game animals, or animals used to train other animals to be aggressive.

(b) Use any animal as bait or as a lure in training dogs for racing or other competitions.

Sec. 1-121.6. Animals in Motor Vehicles.

Any person shall be in violation of this chapter who:

(a) Transports an animal in a pickup or other open vehicle unless the animal is either:

1. Fully enclosed within the vehicle.
2. Protected by a belt, halter, tether, cage, container or other device that will prevent the animal from falling, jumping or being thrown from the motor vehicle and that will protect the animal from harm.

(b) Leaves an animal in a parked vehicle when temperatures inside the vehicle may adversely affect the animal's health and welfare. When the conditions inside a parked vehicle constitute an imminent threat to the animal's health or safety, any animal left in a parked vehicle may be removed from that vehicle by JCAC, any law enforcement agency, or fire agency.

(c) Leaves an animal unrestrained or unattended in any parked open vehicle.

(d) Leaves an animal in any vehicle where it must stand, sit or lie on extremely hot or cold surfaces including but not limited to truck beds.

Sec. 1-121.7. Impoundment of Animals Inhumanely or Cruelly Treated in Violation of Sec. 1-121 thru 1-121.6.

Any animal that has not received humane care, that has been subjected to cruelty in violation of 1-121 thru 1-121.2 or 1-121.6, or that is used or intended for use in any violation of 1-121.3 thru 121.5 shall be immediately impounded by JCAC.

Secs. 1-122 – Sec 1-134.

Article V. Misc. Offences.

Sec. 1-135. Selling/Giving Away of Animals; Use of Animals as Prizes.

Selling or giving away animals in front of or on private property or public property, other than the animal owner's property, without the owner's permission, is prohibited. A licensed rescue group, licensed animal shelter, licensed veterinarian, licensed pet dealer, or licensed humane society which has all required governmental licenses, registrations and has obtained permission from the owner of the business or property, may sell or give away animals on private or public property, including but not limited to: retail stores, businesses, flea markets, yard sales and JCAC property.

Sec. 1-136. Motorist Hitting Domestic Animal to Make Report.

Any person who strikes or causes injury to any domestic animal while operating a motor vehicle shall notify the owner of the nature of the injury and the location of the incident. If the owner is unknown, the person striking or injuring the animal shall notify JCAC, the County Sheriff's Department, or any law enforcement agency.

Sec. 1-137. Exhibition of Animals.

(a) Animal exhibitions will be permitted provided that the exhibitor:

1. Has all valid licenses and permits that are required by the state, county or city available for inspection on demand;
2. Abides by all federal, state and local laws, ordinances, rules and guidelines that apply to such exhibits;
3. Does not exhibit any animal that is ill or injured;
4. Has a licensed veterinarian either present or on call to attend to any injured/ill animal;
5. Confines/controls all animals to protect the public and the animals from harm; and
6. Ensures that all animals are treated in accordance with this chapter.

(b) Legal exhibitions include but are not limited to petting zoos, circuses, dog shows, individuals or groups displaying/marketing animals for adoption or sale, etc., unless otherwise prohibited in this chapter. Animals that are high-risk carriers of rabies such as foxes, raccoons, and skunks shall not be exhibited in petting zoos or any exhibition where they can come in contact with people.

(c) Exhibitions of animals for illegal purposes as stated in local ordinances, this chapter, state and federal laws are strictly prohibited.

(d) No person shall in any manner or for any reason encourage, instigate, promote, assist, exhibit, organize, sponsor, host or participate in an exhibition/demonstration of the following types of animals including but not limited to those animals that are:

1. Used or potentially used for fighting or training for fighting;
2. Game animals;
3. Bred with the intent to fight; or
4. Aggressive animals.

Sec. 1-138. Sanitation.

(a) Animal owners must keep their yard, property, porches, balconies, decks, etc. reasonably free of animal feces. Animal waste will be removed in a timely manner by placing said material in a closed or sealed container and thereafter disposing of it in the animal owner's trash receptacle, sanitary disposal unit, or other closed or sealed refuse container.

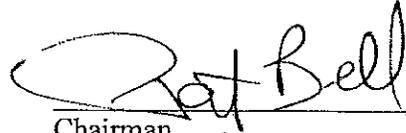
(b) Persons who permit their animals to defecate on public or private property other than their own property are required to immediately pick up the feces, bag the feces, and properly dispose of the feces. Animal waste shall be removed by placing said matter in a closed or sealed container and thereafter disposing of it in the animal owner's or public trash receptacle, sanitary disposal unit or other closed or sealed refuse container.

(c) Any person found in violation of subsection (a) or (b) of this section shall be in violation of this chapter, subject to the following exceptions:

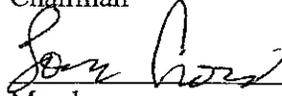
1. Persons using guide dogs or assistance dogs are exempt from removing feces;
2. Hunting dogs being used in a legal hunt with permission of the property owner; or
3. Law enforcement officers working police trained dogs.

Adopted and approved by the Board of Commissioners of Jackson County, Georgia,
this 11th day

of September, 2006, after a first reading on the 11th day of September
, 2006.



Chairman



Member

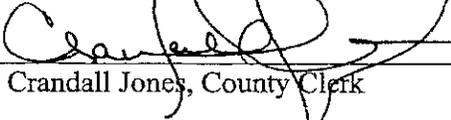


Member



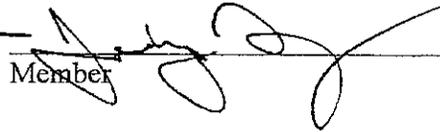
Member

Attest:



Crandall Jones, County Clerk

(County Seal)



Member

Rabies Control and Enforcement Agreement

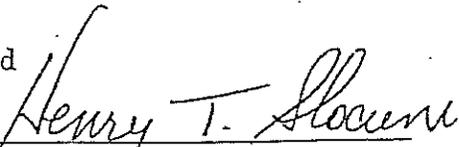
Jackson County Board of Health (BOH)
&
Jackson County Board of Commissioners (BOC)

The following items are established as guidelines designed for the mutual protection and benefit of the Jackson County Board of Health (BOH) and the Jackson County Board of Commissioners (BOC) in the enforcement of Rabies Control Cases.

1. As prescribed by Georgia State law, the BOH will continue to enforcement and adjudicate rabies cases through the Rabies Control Officer within Jackson County.
2. The BOC agrees to assist, when requested by the Rabies Control Officer, in the enforcement of BOH Number 11 and will use as the standard of Rabies Control BOH Rules and Regulations, Number 11 for Jackson County.
 - a. Legislation: The BOC adopts the standards for Rabies Controls as defined by the BOH Rules and Regulations, Number 11 as the standards for enforcement of control by designated County Officers.
 - b. Enforcement: The BOC agrees to provide enforcement support when required via POST Certified Officers in the Jackson County Marshall's Office. These Officers will be available at the request of the Board of Health to assist in the resolution of rabies cases. The Marshall's may issue citations to any individual or individuals deemed in violation of Jackson County Ordinances or Codes.
 - c. Animal Control: It is further agreed, when required by the Rabies Control Officer, the physical handling and control of suspect animals shall be the responsibility of the Jackson County Animal Control Officer under the jurisdiction of the applicable Jackson County Ordinances in conjunction with Board of Health Rules and Regulations, Number 11.

This agreement shall remain in effect from this date forward or until altered by either party in writing.

Signed



Jackson County Board of Health

4-4-2003

Date

Signed



Jackson Co. Board of Commissioners

4/7/03

Date

REGULATION NUMBER 11

SECTION 1

TITLE: Rabies Control Rules and Regulations for Jackson County

SECTION 2

LEGAL AUTHORITY: Pursuant to the authority vested in the Jackson County Board of Health under O.C.G.A. Title 31, Chapter 3 and more particularly by Chapter 19, the Jackson County Board of Health adopts the following Rules and Regulations for the control of rabies within said county.

SECTION 3

PURPOSE: To prescribe Regulations for the prevention, control and reporting of rabies within Jackson County by providing for the vaccination, tagging, and certification of dogs and cats; the confinement or other disposition of dogs, cats, and other animals; to specify reporting procedures, quarantine measures and to establish a rabies control officer.

SECTION 4

DEFINITIONS. The following terms as used in this Regulation shall have the meanings hereinafter respectively ascribed to them.

4.01 "Board" means the Jackson County Board of Health, State of Georgia.

4.02 "Department" means the Department of Human Resources, State of Georgia.

4.03 "Director" means the Chief Executive of the County Board as defined in O.C.G.A. Title 31, Chapter 3 or in his absence, subject to

approval of the Board, a member of said Board appointed by the Chairman for the purposes enumerated herein.

- 4.04 "Dog": The word "dog" shall mean a member of the canine species of either sex, vaccinated or not vaccinated against rabies.
- 4.05 "Cat". The word "cat" shall mean a member of the feline species of either sex, vaccinated or not vaccinated against rabies.
- 4.06 "Vaccine". The word "vaccine" shall mean an injectable material containing inactivated or attenuated rabies virus, licensed by the United States Department of Agriculture, Biological Control Section and approved by the Georgia Department of Human Resources. Vaccine used for the purposes of this Regulation shall be stored at the temperature prescribed on the package label. Outdated vaccine or vaccine showing any signs of spoilage or appearing otherwise unfit for producing immunity against rabies shall not be used.
- 4.07 "Vaccinate" -- "Inoculate". The words "Vaccinate" and "Inoculate" shall mean the injection of antirabic vaccine by a veterinarian into the proper site of the animal. The injected dose shall be in accordance with the amount and schedule prescribed by the manufacturer's instructions.
- 4.08 "Veterinarian". The word "Veterinarian" shall mean any person who holds a license to practice the profession of veterinary medicine in the State of Georgia.
- 4.09 "Rabies Vaccination Tag". The term "Rabies Vaccination Tag" shall mean a tag meeting the Standard Tag System for year, color, and shape determined by the National Association of State Public Health Veterinarians, furnished by the veterinarian, and to be worn by the vaccinated dog or cat. The tag shall include the veterinarian's

or clinic's name and phone number on it.

- 4.10 "Certificate". The word "Certificate" shall mean the National Association of State Public Health Veterinarians Form #50, "Rabies Vaccination Certificate" or any other forms containing the same information approved by the Jackson County Board of Health.
- 4.11 "Person". The word "Person" shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.
- 4.12 "Owner". The term "Owner" shall mean any person having the right of possession of a dog, cat, or other animal or any person exercising powers of control or care of a dog, cat or other domesticated animal which remains on this premises.

SECTION 5

PROVISIONS

- 5.01 Vaccination of Dogs and Cats
- A. The owner of a dog or cat three months old or older shall cause such dog or cat to be vaccinated against rabies as defined by this Regulation and if such dog or cat is less than one year of age upon vaccination it shall be revaccinated at least one year from the date of original vaccination. When dogs or cats of one year of age or older are vaccinated with a vaccine approved by the Department as providing three year protection, such animals shall be revaccinated within three years. When other approved vaccines are used, yearly inoculations shall be required.
- 5.02 Certificate of Vaccination
- A. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination

tags. Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in duplicate and signed by the veterinarian administering the vaccine. He shall furnish one copy to the animal's owner, and retain one copy for his files.

5.03 Vaccination Tags

- A. Coincident with the issuance of the certificates of vaccination, the veterinarian shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag meeting the Standard Tag System, bearing the same number and year thereon as the certificate bears.
- B. The tag shall be securely attached by the owner to the collar or harness worn by the dog or cat for which the certificates and tags have been issued.

5.04 Clinics

- A. In accordance with the direction of the Board as appearing in its minutes, the Director shall operate or cause to be operated county-sponsored clinics for the vaccination of dogs and cats against rabies.
- B. Vaccination shall be performed by a licensed veterinarian.
- C. Vaccination fee for such clinics shall be predetermined by the County Board of Health. Public notice of the schedule of the clinics shall be given in advance of the first clinic appearing on the schedule. Such notice shall include the day, the hour, the place, and the vaccination fee.

5.05 Rabies Control Officer

- A. Unless otherwise directed by the Board, an employee of the

Jackson County Health Department shall be the Rabies Control Officer.

B. The duties of the Rabies Control Officer are:

1. To investigate and maintain a record of animal bites in the county.
2. To insure proper confinement or other disposition of an animal involved in a bite; or if the animal is dead or killed, to submit the animal's head for laboratory examination.
3. To enforce proper disposition of animals exposed to known rabid animals.
4. To assist in the planning and coordination of Rabies Vaccination Clinics.
5. Such other duties necessitated by these rabies control regulations or as ordered by the Director.

5.06 Confinement and Disposition of Dogs, Cats, and Other Animals Involved in Bites or Having Contact With Suspected or Known Rabid Animals

A. The Rabies Control Officer will maintain enforcement of all regulations pertaining to the confinement or other appropriate disposition of dogs, cats, or other animals.

B. The owner of any dog, cat or other animal as specified in this section shall confine, cause to be confined or shall dispose of such animal as prescribed herein:

1. A dog or cat, whether vaccinated or not, which has bitten a person or other animal shall be confined for a period of ten (10) days following the date of the bite. However, in the case of wild animals and domesticated wild animals for

which no safe confinement period has been established or in the case of stray dogs or cats by consent by owner for owned dogs or cats, the animal shall be destroyed promptly, decapitated and its brain tissue analyzed for indication of rabies.

2. A dog, cat, or other animal whether vaccinated or not, having signs suggestive of rabies, as described by George M. Baer in the Natural History of Rabies, 2nd Edition, CRC Press, 1991, shall be confined and kept in isolation until its death, and otherwise released only when symptoms have disappeared as adjudged by a veterinarian. However, if confinement is not appropriate or practical, the animal shall be destroyed and its brain tissue analyzed for evidence of rabies.
3. A dog, cat, or other animal which has not been vaccinated or which was vaccinated one month prior to being bitten by a known rabid animal shall be immediately destroyed or if the owner is unwilling to destroy the bitten animal, it shall be confined in strict isolation in a location approved by the Director for a period of six (6) months. The confined animal must be vaccinated five months after the bite.
4. Any dog, cat, or other animal for which rabies vaccination effectiveness has been established and having a current vaccination at least one month prior to being bitten by a known rabid animal, may be revaccinated and then confined in a manner approved by the Director for ninety (90) days; thereafter, it shall be released to the owner if the animal

exhibits no signs of rabies as adjudged by a veterinarian.

5.07 Establishment of Infected Area Quarantine

Whenever the Department of Human Resources may declare Jackson County or any area within an "infected area" pursuant to O.C.G.A. Title 31, Chapter 19, Sec. 2, then every dog or cat in said infected area shall be quarantined and confined to the owner's or custodian's premises during the entire period of time for which said declaration of the Department is in effect.

5.08 Confinement Area or Facility

- A. Confinement area or facility to which a dog, cat or other animal is confined in compliance with the provisions of this Regulation shall be either a pound, kennel, animal hospital, or such other place as designated by the Director or in certain cases may be a private residence as specified in subsection B. of this section.
- B. A dog or cat which has a current vaccination certificate and which has bitten a person or other animal may be confined to the owner's residence for ten (10) days following the bite. It shall be the owner's responsibility to provide proof of vaccination. Where residential confinement is allowed the owner shall confine such animal to a fenced-in area, an enclosed outbuilding, or in the owner's personal dwelling in such a manner as to prevent contact between the confined animal and other animals or persons other than the owner.
- C. Unless otherwise authorized by the Director, unvaccinated biting animals and animals to be confined as prescribed in Sections 5.06 B., 2,3, and 4 herein shall be confined in a pound, kennel,

or animal hospital at the owner's expense. Such facility shall provide the following:

- 1: Construction and management which will keep the animal dry, clean, prevent its escape and prevent its contact with both people and other animals.
2. A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility.
3. Assurance that the animal will have safe and adequate water and food.
4. Adequate space for the animal's exercise.
5. Protection against excessive cold and heat.
6. Space, cages, pens and other necessary equipment to isolate the animal for its protection against injury and infectious diseases.

5.09 Animal Impoundment and Control

- A. Any dog or cat less than three months old shall be confined to the owner's premises or kept on a leash.
- B. The owner of any dog or cat brought into Jackson County for a permanent stay from outside the county shall cause such dog or cat to be vaccinated in accordance with these Rules and Regulations except, however, that when the owner of such dog or cat produces evidence satisfactory to the Director that such dog or cat has been vaccinated in a manner and by procedures comparable to the requirements of this Regulation, than an Jackson County certificate of vaccination and a vaccination tag may be issued in lieu of revaccination.

- C. Any dog or cat brought into Jackson County on temporary stay not exceeding fourteen (14) days shall be confined or on a leash at all times.
- D. Any dog or cat or other animal running at large may be impounded in a manner specified by the City and County governing bodies. If the animal bears a vaccination tag, a reasonable effort to locate the owner will be made. Any unvaccinated dog or cat which is reclaimed by its owner or adopted during the period of impoundment shall be vaccinated against rabies as required by these Regulations within 72 hours of release. Any vaccinated dog or cat impounded because of lack of rabies vaccination tag may be reclaimed by its owner by furnishing proof of rabies vaccination and by compliance with impoundment regulations prior to release.

5.10 Reporting

- A. The owner or custodian of any animal having signs suggestive of rabies, as described by George M. Baer in the Natural History of Rabies, 2nd Edition, CRC Press, 1991, shall confine the animal and immediately notify the Director, reporting any information regarding any person or animal bitten or attacked by said animal.
- B. Any person bitten by a dog, cat, or other animal or any owner of a dog, cat, or warm blooded animal which has bitten a person shall report the bite to the Jackson County Health Department within 24 hours giving all known information relevant to an investigation of the incident by the Rabies Control Officer.
- C. Physicians or other medical personnel including those responsible

for hospital emergency rooms shall report incidences of animal bites treated by them to the Jackson County Health Department within 24 hours.

- D. The Director shall report accumulated data relating to rabies in Jackson County to the Department when in his opinion rabies is prevalent or likely to become prevalent to the extent that quarantine procedures are indicated.

SECTION 6

ENFORCEMENT The enforcement of these Rules and Regulations shall be in accordance with O.C.G.A. Title 31, Chapter 3, and Chapter 19 as amended and the Rules of Practice and Procedure of the Jackson County Board of Health.

SECTION 7

REPEAL All Rules and Regulations or any part thereof in conflict with the above and foregoing Rules and Regulations are hereby repealed. Specifically repealed are the Rabies Control Rules and Regulations of Jackson County which were previously adopted by the Jackson County Board of Health. This repeal shall be coincident with the effective date of these Rules and Regulations.

SECTION 8

EFFECTIVE DATE

These Rules 30 days from give the _____
 day of _____
 Notice of Hearing Today _____
 on the _____ 3. Hearing held
 at the Jackson _____ o'clock
 on the _____

SIGNED: _____
Chairman

SIGNED: _____
Secretary of the Board

Legal Authority: O.C.G.A. Title 31, Chapter 3 and Chapter 19
as amended.

/mv

1993



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Building/Facility 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):

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 Jefferson**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Jefferson	General Fund, Grants, Bonds, and Impact Fees

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

Currently there is no county-wide Building/Facilities Authority in Jackson County.

The City of Jefferson has a Building Authority that is used to promote Economic Development.

The County and other municipalities in Jackson County may at some later date opt to form a Building/Facilities Authority.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Court 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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, and Pendergrass**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, Fines, Forfeitures
Arcade	General Fund, Fines, Forfeitures
Braselton	General Fund, Fines, Forfeitures, Bonds
Commerce	General Fund, Fines, Forfeitures
Hoschton	General Fund, Fines, Forfeitures
Jefferson	General Fund, Fines, Forfeitures
Maysville	General Fund, Fines, Forfeitures
Nicholson	General Fund, Fines, Forfeitures
Pendergrass	General Fund, Fines, Forfeitures

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

Jackson County provides Superior Court, State Court, Magistrate Court, Probate Court and Juvenile Court Services for the unincorporated areas and incorporated areas of Jackson County. The Cities of Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, and Pendergrass provide court services for cases in which the municipal court has jurisdiction under state law and city charter. Jackson County provides court services for all law violations committed within the City of Talmo.

Nicholson's charter provides the ability to hold municipal court, but at this time, Jackson County provides this service. Nicholson reserves the right to provide this service in the future.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Downtown Development Authorities*

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: **Braselton Downtown Development Authority, Commerce Downtown Development Authority, Jefferson Downtown Development Authority, Maysville Downtown Development Authority**)

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Braselton Downtown Development Authority	General Fund/Tax Districts, Grants, Bonds
Commerce Downtown Development Authority	General Fund/Tax Districts, Grants
Jefferson Downtown Development Authority	General Fund/Tax Districts, Grants, Bonds
Maysville Downtown Development Authority	General Fund/Tax Districts, Grants

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

Currently there is no Downtown Development Authority provided countywide. The Cities of Braselton, Commerce, Jefferson and Maysville have Downtown Development Authorities which may be used as a mechanism to finance Economic Development in each respective downtown.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: E-911 Addressing and 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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, Telephone Surcharge (Land and Wireless), Local, State, and Federal Funds, Telephone Surcharge (Land and Wireless)

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

.The Jackson County Government is the primary public safety answering point (PSAP) for Jackson County. The communication division serves all incorporated and unincorporated areas of Jackson County 24 hours a day. The division is central dispatch for the Sheriff, all eleven (11) volunteer fire departments, and all four (4) volunteer rescue units, EMS, six (6) city police agencies, animal control and code compliance. The division during times of emergency is responsible for dispatch of public works and city utility departments. The division handles all addressing of new construction in Jackson County.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

In order to avoid duplication of street/road names and numbers of addresses and for public safety and convenience the county E-911 office shall assign a street number for each property or individual apartment or business . The number(s) assigned will be placed on the final plat or property survey prior to final plat approval and /or recorded in the clerk's office, and shall be displayed on the property in accordance with the local ordinances. Each jurisdiction governs standard size and location for the display of the assigned property addresses. The cities of Braselton and Maysville further review street names to ensure there is no duplication of those street names in the portions of the respective city located outside of Jackson County.

E-911 Resolution dated December 20, 1990; Wireless 911 Resolution dated August 11, 1998; Wireless E-911 Resolution dated June 5, 2006.

Jackson County is the primary dispatch service for Braselton. (Jackson, Barrow, Hall, and Gwinnett)
 Jackson County is the secondary dispatch service for Maysville. (Jackson and Banks)

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



JACKSON COUNTY BOARD OF COMMISSIONERS

P. O. BOX 68 • 117 ATHENS STREET • JEFFERSON, GEORGIA 30549 • 404-367-1199

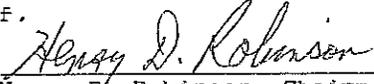
HENRY ROBINSON, CHAIRMAN
FORREST L. HAGAN, JR.
DANIEL WILSON

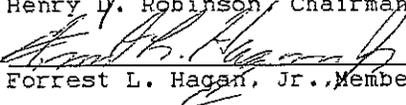
E-911 RESOLUTION

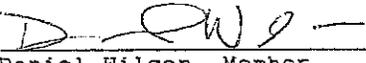
By the Jackson County Board of Commissioners

- WHEREAS; The Jackson County Board of Commissioners did call for a public hearing to discuss the implementation of a E-911 system for Jackson County, and
- WHEREAS; A public hearing was held on March 29, 1990 at the County Administration Building. The representatives of Alltel, Ga., Southern Bell and other E-911 officials explained the many benefits of E-911, and
- WHEREAS; The public attendees by unanimous agreement expressed their wishes for the Jackson County Board of Commissioners to place on the ballot in the next election the question; shall the County of Jackson be authorized to contract for the installation and maintenance of an Emergency 911 System? and
- WHEREAS; Having heard the public's wishes and received the results of the referendum held on November 6, 1990 attesting to the passing of the question by a vote of 4566 for the question and 1369 opposing; now
- WHEREAS; Be it resolved that the Jackson County Board of Commissioners do hereby request that Alltel, Georgia Telephone Company, and Southern Bell/Bell South, begin immediately billing each exchange access facility subscriber the E-911 service charge fee of \$1.50 per month as prescribed in GA Code 46-5-134; now
- WHEREAS; Pursuant to GA Code Section 46-5-133 which provides for this to become effective 120 days after the passing of the above resolution it is therefore requested the effective date shall be April 22, 1991; now
- THEREFORE; The Jackson County Board of Commissioners have set their hand and seal to approve this resolution this the 20th Day of December, 1990

In witness whereof,


Henry D. Robinson, Chairman


Forrest L. Hagan, Jr., Member


Daniel Wilson, Member

A RESOLUTION

IMPOSING A WIRELESS ENHANCED 911 CHARGE ON WIRELESS TELECOMMUNICATIONS CONNECTIONS WITHIN JACKSON COUNTY, GEORGIA

WHEREAS Jackson County, Georgia presently operates an Emergency 911 System; and,

WHEREAS, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 881, Georgia Laws 1998, authorizes local governments to impose a wireless enhanced 911 charge upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of the local government; and,

WHEREAS, such charges may be imposed at a rate of up to \$1.00 per month per wireless connection; and,

WHEREAS, such charges may be imposed by any local government that operates or contracts for the operation of an emergency 911 system which is capable of providing automatic number identification of wireless telecommunications connections and the location of the base station or cell site; and,

WHEREAS, Jackson County, Georgia operates or has contracted for the operation of an emergency 911 system which is capable of providing automatic number identification of wireless telecommunications connections and the location of the base station or cell site; and,

WHEREAS, a public hearing was held on the question of imposing a wireless enhanced 911 charge in Jackson County, Georgia on August 4, 1998.

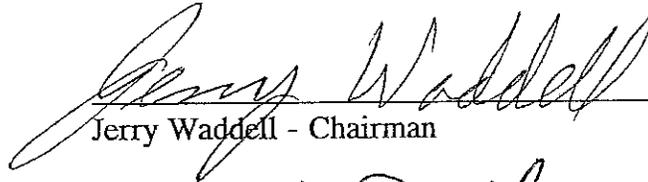
NOW, THEREFORE, BE IT RESOLVED by the governing authority of Jackson County, Georgia that a wireless enhanced 911 charge be imposed upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of Jackson County, Georgia at the rate of \$1.00 per month per wireless connection provided to each telephone subscriber.

BE IT FURTHER RESOLVED that said wireless charge shall be imposed on the first day of the month of January, 1999.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to each wireless service supplier providing service in Jackson County, Georgia.

IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of Jackson County, Georgia on the 11th day of August, 1998.

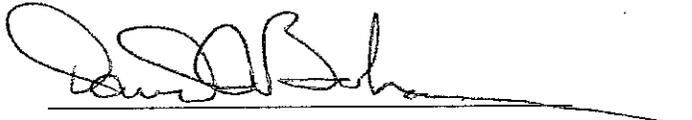
JACKSON COUNTY BOARD OF
COMMISSIONERS


Jerry Waddell - Chairman


Pat Bell - Commissioner


Henry Robinson - Commissioner

ATTEST:


David Bohanan - Clerk

A RESOLUTION

**AMENDING A RESOLUTION IMPOSING A WIRELESS ENHANCED 9-1-1 CHARGE
ON WIRELESS TELECOMMUNICATIONS CONNECTIONS WITHIN
JACKSON COUNTY, GEORGIA.**

WHEREAS, on August 12th, 1998 the Commissioners of Jackson County, Georgia adopted a resolution imposing a wireless enhanced 9-1-1 charge on wireless telecommunications with billing addresses within Jackson County, Georgia; and,

WHEREAS, since the adoption of such resolution Jackson County has enhanced and improved its 9-1-1 system so that it is now capable of providing and does provide automatic number identification and automatic location identification of a wireless telecommunications connection know as Phase II Wireless 9-1-1; and,

WHEREAS Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated authorizes local governments to impose a wireless enhanced 9-1-1 charge for Phase II Service upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of the local government; and,

WHEREAS, under the provisions of such law a charge for Phase II Service may be imposed at a rate of up to \$1.50 per month per wireless connection; and,

WHEREAS, a public hearing was held on Monday, June 05, 2006 on the question of amending the 1998 Resolution for the purpose of increasing the wireless enhanced 9-1-1 charge to reflect the change from Phase I Service to Phase II Service;

NOW, THEREFORE, THE COMMISSION OF JACKSON COUNTY, GEORGIA HEREBY RESOLVES that the 1998 Resolution be amended and that the wireless enhanced 9-1-1 charge imposed upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of Jackson County, Georgia be increased to \$1.50 per month per wireless connection provided to each telephone subscriber.

BE IT FURTHER RESOLVED that said wireless charge shall be imposed beginning January 1, 2007.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to each wireless service supplier providing services in Jackson County, Georgia.

IN WITNESS WHEREOF, this resolution has been duly adopted by the Commission of Jackson County, Georgia on this 5th day of JUNE, 2006.

**JACKSON COUNTY
BOARD OF COMMISSIONERS**

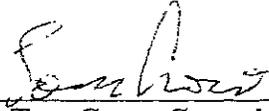


Pat Bell, Chairman

Tony Beatty, Commissioner



Emil Beshara, Commissioner

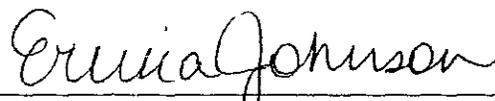


Tom Crow, Commissioner



Jody Thompson, Commissioner

ATTEST:



Ericka Johnson, Deputy Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON 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.): **Jackson County, Braselton DDA, Braselton URA, Braselton Visitors Bureau Authority, Commerce, Commerce Civic Center & Tourism Authority, Commerce DDA, Jefferson Building Authority, Jefferson IDA, Jefferson DDA, and Maysville DDA**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, User Fees, Bonds, Grants
Jackson County IDA	Bonds, User Fees
Braselton DDA	General Fund, User Fees, Bonds, Grants, Tax Districts, User Fees
Braselton URA	General Fund, Bonds, Grants, Tax Districts,
Braselton Visitors Bureau Authority	General Fund, Bonds, Grants, Tax Districts, User Fees, Hotel/Motel Taxes
Jefferson DDA	General Fund, User Fees, Bonds
Jefferson IDA	General Fund, User Fees, Bonds
Jefferson Building Authority	General Fund, User Fees, Bonds, Grants
Commerce	General Fund, User Fees, Bonds
Commerce DDA	General Fund, User Fees, Bonds
Commerce Civic Center & Tourism Authority	General Fund, User Fees
Maysville DDA	General Fund, User Fees, Bonds

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

All municipalities provide an economic service process. Jackson County Industrial Development Authority (IDA) owns industrial parks in the incorporated areas of the City of Commerce (East Jackson Industrial Park) and City of Jefferson (Central Jackson Industrial Park). The IDA encourages county-wide industrial development through its existing financial programs.

The Jackson County Area Chamber of Commerce coordinates and promotes economic development throughout the county. The Chamber of Commerce serves existing business and promotes new business.

The City of Jefferson provides additional economic development services within their incorporated boundary. Jefferson's Industrial Development Authority serves to finance special economic development projects within the city limits.

The City of Maysville provides additional economic development services within their incorporated boundary through their Downtown Development Authority. The Town of Braselton provides additional economic developments services within their area through their Downtown Development Authority, Urban Redevelopment Agency and Visitors Bureau Authority.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement (Economic Development)	Jackson County – Commerce	1/17/1995 - current
Tax Allocation Resolution	Jackson County – Braselton	6/2/2008 - 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?

The Cities of Braselton, Commerce, and Jefferson have Downtown Development Authorities which may be used as a mechanism to finance Economic Development in each respective city.

In addition, Braselton has an Urban Redevelopment Agency.

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:

Darrell Hampton, County Manager (706) 367-6314

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into this 17th day of January, 1995, by and between the JACKSON COUNTY BOARD OF COMMISSIONERS ("COUNTY"), and the CITY OF COMMERCE ("CITY") in order to provide for an intergovernmental contract; to provide for the creation of industrial and commercial development in Jackson County; to promote industry and business in Jackson County; to create and promote the creation of jobs in Jackson County; to build, construct, develop, and maintain land and building sites for these purposes; and to provide infrastructure needs in Jackson County.

For the purposes of this Agreement the "Jackson-Commerce Development District" will be defined according to Exhibit "A" attached hereto.

The COUNTY and CITY hereby agree that they will share the costs of installing sewerage and waste water collection and pumping system to serve the Jackson-Commerce Development District on a equal cost sharing basis. The share paid by the COUNTY will not exceed One Million Dollars. All designs and expenditures for the District must be mutually approved by the COUNTY and CITY. The CITY shall be responsible for construction of these improvements in compliance with all applicable laws, rules and regulations and the CITY shall hold the COUNTY harmless from any and all claims which may arise due to the construction of said systems in the District. The CITY will commit up to a maximum of 200,000 gallons per day of its existing sewerage treatment plant capacity for the future use of the unincorporated area in the District. If additional sewerage treatment capacity is needed in the unincorporated area of the

District then the COUNTY agrees to pay the per gallon construction cost of expanding the CITY sewerage treatment facilities or of building any new sewerage treatment facilities to serve the District. The COUNTY will provide all road improvements and access in the District. The COUNTY will work with, and request assistance from, the Georgia Department of Transportation in providing said road access.

The CITY and COUNTY hereby agree that the CITY will be the utility representative within the District, handling the provision of, service of, and day-to-day operation of all utilities within the District, also to include all negotiations with perspective utility customers within the District. The CITY will provide all engineering services for infrastructure and utility purposes within the District, with the exception of road improvements, to insure compatibility with the existing CITY utility systems. The CITY and COUNTY agree to place appropriate and compatible zoning restrictions on property in the District suitable for future commercial or industrial development and to jointly cooperate in providing marketing efforts for developing and recruiting commercial and industrial customers to locate in the District.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF COMMERCE

JACKSON COUNTY

By: Charles L. Hardy Jr.
Mayor

By: George Waddell
Chairman

Attest: Shirley Willis
Clerk

Attest: David A. Schaefer
Secretary

\\commerce\intergov.agr

EXHIBIT "A"

JACKSON-COMMERCE DEVELOPMENT DISTRICT

Beginning at the intersection of State Highway 98 and Interstate 85, and continuing up State Highway 98 to Yarborough-Ridgeway Road, then continuing East along Yarborough-Ridgeway Road to the Banks County - Jackson County line, then continuing South along the Banks County - Jackson County line to U. S. Highway 441, then continuing South along U. S. Highway 441 to Mount Olive Church Road, then continuing along Mount Olive Church Road West to Old Maysville Road, then continuing along Old Maysville Road to State Highway 98, then North along State Highway 98 to the beginning point.

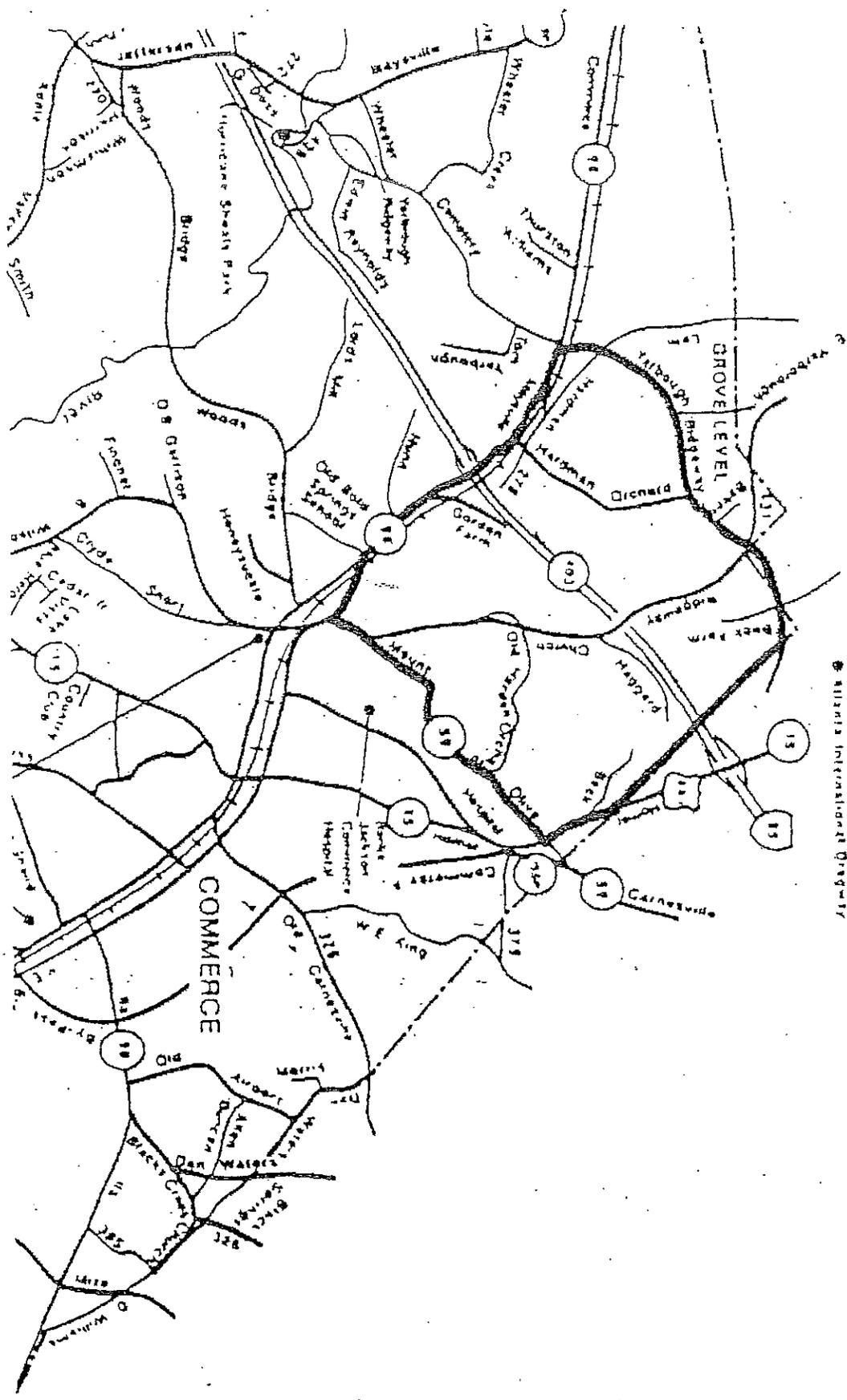


EXHIBIT "B"

MAP OF JACKSON-COMMERCE DEVELOPMENT DISTRICT

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN JACKSON COUNTY AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE TAX ALLOCATION DISTRICT NUMBER ONE -- BRASELTON HISTORIC; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Braselton, Georgia (the "Town"), by a Resolution adopted on January 14, 2008 (the "Town Resolution"), a copy of which is attached hereto as Exhibit "A", approved the Braselton Historic Redevelopment Plan (the "Redevelopment Plan") and established Tax Allocation District Number One -- Braselton Historic (the "Braselton TAD") within the geographic area of Jackson County, Georgia (the "County") as described in the Town Resolution (the "Redevelopment Area"); and

WHEREAS, the Town Resolution provides that the Braselton TAD was created as of January 14, 2008 pursuant to the Town's redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, and will become effective on December 31, 2008, by operation of; and

WHEREAS, copies of the Town Resolution and the Redevelopment Plan for the Braselton TAD have been furnished to the Jackson County Board of Commissioners (the "Board of Commissioners"); and

WHEREAS, the Town made certain findings with respect to the Redevelopment Plan, including the following:

- (a) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan;
- (b) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the district; and

WHEREAS, the Town intends to authorize the issuance of tax allocation bonds, obtain other commercial financing, or use pay-as-you-go reimbursement as may be necessary to implement provisions of the Redevelopment Plan; and

WHEREAS, the Town has requested that both Jackson County Board of Commissioners grant their respective consents to the inclusion of the incremental ad valorem real property taxes generated within the TAD for the purpose of implementing the Redevelopment; and

WHEREAS, the Redevelopment Powers Law provides that county ad valorem property taxes may be included in the computation of tax allocation increments of a municipal tax allocation district if the local legislative body of the county consents to such inclusion by resolution duly adopted by said local legislative body;

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSON COUNTY BOARD OF COMMISSIONERS that in accordance with the Redevelopment Powers Law, O.C.G.A. §36-44-9(b), the Jackson County Board of Commissioners does hereby consent to inclusion of county ad valorem property taxes collected within the Braselton TAD in the computation of the tax allocation increments of the Braselton TAD.

BE IT FURTHER RESOLVED that any funds remaining in the special fund to be created pursuant to the Redevelopment Powers Law, O.C.G.A. §36-44-11(c) for the Braselton TAD after all redevelopment costs and all tax allocation bonds of the district have been paid or provided for, subject to any agreement with bondholders, shall be paid over to the County in accordance with such O.C.G.A. §36-44-11(c).

BE IT FINALLY RESOLVED that this Resolution shall be effective immediately upon adoption. All resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Jackson County Board of Commissioners this 2nd day of June, 2008.

By:


Pat Bell
Chairperson, Jackson County Board of
Commissioners

ATTEST: [SEAL]


Ericka Johnson, Deputy, County Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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

COUNTY: JACKSON COUNTY

Service: Elections

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.): **Jackson County and all Municipalities**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund
Municipalities	General Fund

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

Voter registration information compiled by the County is used in accordance with the Georgia Secretary of State and the Uniform Voter Registration Program for all elections in both incorporated and the unincorporated areas.

Jackson County holds County, State and Federal elections in accordance with the elections schedule adopted by the Georgia Elections Code and administered by the Georgia Secretary of the State for general, primary and special elections.

The Municipalities hold elections in accordance with the elections schedule adopted by the Georgia Elections Code and administered by the Georgia Secretary of the State for general, primary and special elections. Jackson County is provided with electronic voting machines by the State of Georgia. The county will maintain and program all voting apparatuses for county, State and Federal Elections.

At the request of the Municipalities the County will make available the use of these state provided voting machines with the municipalities reimbursing the County for the cost of maintenance and programming for municipal elections. This is to be considered a general policy by the Municipalities and the County Government.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: JACKSON COUNTY

Service: Emergency Management/Civil Defense

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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund/State and Federal Funding

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

Jackson County Government is responsible for mitigation, preparedness, response and recovery of all man-made and natural disasters. This includes school safety planning, earthen dam safety, critical facilities safety planning, hazard mitigation and local emergency operation planning. In the event of a disaster all public safety, public utilities, public works, general government and volunteer resources are coordinated through the county Emergency Management Office. Procurement of outside resources and funding for disaster assistance during an event must flow through this division to include those in the incorporated areas of Jackson County. The five (5) volunteer rescue units, dive team, and other specialized response units are under the direction of this division.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

Jackson County Local Emergency Operations Plan:
Intergovernmental agreements between county and municipalities to provide any assistance and support during any man-made or natural disaster.

7. Person completing form: **Ericka Johnson, Deputy Clerk**
Phone number: **(706) 367-6314** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

JOINT CITY / COUNTY GOVERNMENT RESOLUTION REGARDING EMERGENCY MANAGEMENT

SECTION I - DEFINITIONS

"Emergency" means any natural or man-made event requiring the activation of the Local Emergency Operations Plan.

"Disaster" means any natural, technological, civil emergency or threat thereof that causes or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency declared by a county, the Governor or the President of the United States.

"State Emergency Management Director" means the person appointed by the Governor to head the Georgia Emergency Management Agency.

"Local Emergency Management Director" means the person nominated by the local governments and appointed by the State Emergency Management Director to implement the Local Emergency Operations Plan.

"Emergency Management means the preparation for the carrying out of all emergency functions other than functions for which military forces are primarily responsible to prevent, minimize, and repair injury and damage resulting from emergencies, energy emergencies, disasters, or the imminent threat thereof, of manmade or natural origin"... "These functions include, without limitation, fire-fighting services; police services [public safety]; medical and health services; rescue; engineering; warning services; communications; defense from radiological, chemical, and other special weapons; evacuation of persons from stricken areas; emergency welfare services; emergency transportation; [nuclear power] plant protection; temporary restoration of public service utility services; and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions." (*OCCA Georgia Emergency Management Act of 1981, As Amended December 1992, Chapter 3, Article 1, 38-3-3.*)

SECTION II - LOCAL ORGANIZATION FOR EMERGENCY MANAGEMENT

In agreement with the governing officials of the cities within the county, there is hereby established the Jackson County Emergency Management Agency. The chairperson of the Jackson County Commissioners, with the concurrence of officials of the cities within the county, shall nominate, for appointment by the state emergency management director, a Director of the Jackson County Emergency Management Agency. Upon appointment, the local emergency management agency director shall have direct responsibility for the organization, administration, and operations of the local organization for emergency management, subject to the direction and control of the

executive officer or governing body and shall serve at the pleasure of such executive officer or governing body. When appointed, the local Emergency Management Director is charged with the following duties:

- (a) Represent the governing officials of the county on matters pertaining to emergency management.
- (b) Assist local officials in organizing county departments for emergency operations.
- (c) Develop, in conjunction with county and city departments, the Jackson County Emergency Operations Plan for emergency functions. Such plan will be in consonance with the Georgia Emergency Operations Plan and shall be submitted to the governing officials of Jackson County and the cities within the county for approval, and thence to the Georgia Emergency Management Agency for approval.
- (d) Maintain the Emergency Management Agency and carry out the day-to-day administration of the Jackson County emergency management program, including the submission of required reports, to the Georgia Emergency Management Agency.
- (e) Submit reports as required by governmental officials in keeping with Good management practices, e.g., financial, daily activities, etc.
- (f) Obtain, with the authority of governing officials, a facility to be used as the Jackson County Emergency Operations Center.
- (g) Coordinate the activities of the Jackson County Emergency Operating Staff during periods of emergency, and under the supervision of Jackson county governing officials.

SECTION III - JACKSON COUNTY EMERGENCY MANAGEMENT AGENCY

The Jackson County Emergency Management Agency shall be established around existing county and city departments. The emergency support functions, (ESFs) and department / agency assignments are as follows:

(Department / Agency assignment listed below are examples only. It is the responsibility of local governments to make assignments based upon local capabilities.)

Emergency Support Function (ESF)

Department / Agency *

1. TRANSPORTATION

(P) County Road Dept
(S) City Public Works

- | | |
|---|--|
| 2. COMMUNICATIONS | (P) County 911 / Dispatch
(S) City Police Department |
| 3. PUBLIC WORKS &
ENGINEERING | (P) County Road Dept
(S) City Public Works |
| 4. FIREFIGHTING | (P) County Fire Department
(S) City Fire Department |
| 5. MERGENCY MANAGEMENT | (P) County Emergency
Management Agency
(S) County / City Governments |
| 6. MASS CARE, HOUSING
& HUMAN SERVICES | (P) County DFACS
(S) Red Cross Chapter |
| 7. RESOURCE SUPPORT | (P) County Emergency
Management
(S) County / City Government |
| 8. PUBLIC HEALTH &
MEDICAL SERVICES | (P) County Public Health
(S) Local Hospital(s) |
| 9. SEARCH & RESCUE | (P) County Fire / Rescue
(S) City Fire / Rescue |
| 10. HAZARDOUS MATERIALS | (P) County Fire Department
(S) City Fire Department |
| 11. AGRICULTURE &
NATURAL RESOUCCRES | (P) County Extension Agent
(S) County Emergency
Management Agency |
| 12. ENERGY | (P) County Emergency
Management Agency
(S) Local Utilities |
| 13. PUBLIC SAFETY &
SECURITY SERVICES | (P) County Sheriff
(S) City Police Department |
| 14. LONG TERM RECOVERY
& MITIGATION | (P) County Emergency
Management Agency
(S) County Government |
| 15. EXTERNAL AFFARIS | (P) County Government (PIO) |

Local Resolution

(S) City Government (PIO)

(* As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of county departments listed above are responsible for developing appropriate annexes and standard operating procedures (SOPs) to the Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes and / or SOPs will be submitted to the Emergency Management Director for inclusion in the local EOP for submission to appropriate local officials for approval.

SECTION IV – POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster or any other emergency which may effect the lives and property of the citizens of Jackson County, the Chairperson of the Jackson County Commissioners separately, or jointly with the Mayor of Arcade, Braselton, Commerce, Hoschton, Jefferson, Nicholson, Maysville, Pendergrass, Talmo City(ies), or in their absence their legally appointed successors may determine that an emergency or disaster exists and thereafter shall have and may exercise for such periods as such emergency or disaster continues, the following powers:

- (1) To appropriate and expend funds, execute contracts, and to obtain and distribute equipment, materials, and supplies for emergency management purposes;
- (2) To provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency or disaster resulting from manmade or natural causes or enemy attack and to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies;
- (3) To appoint, employ, remove, or provide, with or without compensation, chiefs of services, warning personnel, rescue teams, auxiliary fire and police personnel, and other emergency management workers;
- (4) To establish a primary and one or more secondary control centers to serve as command posts during an emergency or disaster;
- (5) Subject to the order of the Governor or the chief executive of the political subdivision, to assign and make available for duty the employees, property, or equipment of the subdivision relating to fire-fighting, engineering, rescue, health, medical and related services, and to police, transportation, construction, and similar items or services for emergency management purposes, within or outside of the physical limits of the subdivision;
- (6) In addition to the heretofore stated powers and authorities, to acquire, temporarily or permanently, by purchase, lease, or otherwise, sites required for

installation of temporary housing units for disaster victims; and to enter into whatever arrangements, including purchase, of temporary housing units and payment of transportation charges, which are necessary to prepare or equip such sites to utilize the housing units.

(OCGA, Georgia Emergency Management Act 1981 as Amended Chapter 3, Article 2, 38-3-27.)

SECTION V - VOLUNTEERS

All persons, other than officers and employees of Jackson County, performing emergency functions pursuant to this resolution / ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as county officers and employees. *Immunity does not apply in cases of willful misconduct, gross negligence or bad faith.* (Chapter 3, Article 2, 38-3-35.)

SECTION VI – PENALTIES

Any person violating any provision of this chapter, rule, order or regulation made pursuant to this chapter shall, upon conviction thereof, be punished as a misdemeanor.

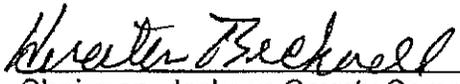
SECTION VII – LIBERALITY OF CONSTRUCTION

This resolution / ordinance shall be construed liberally in order to effectuate its purpose.

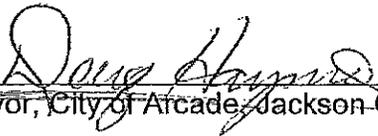
SECTION VIII – EFFECTIVE DATE

This resolution / ordinance is effective immediately and where the provisions of this resolution are in conflict with existing local laws, the provisions of this resolution / ordinance will govern and such provisions of existing laws which are in conflict, are hereby rescinded.

Signed this 5th day of Jan , 20 09 .



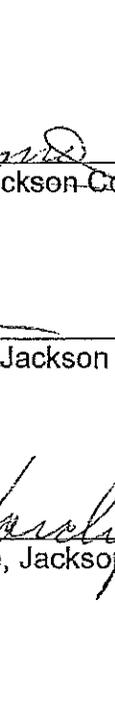
Chairman, Jackson County Commissioners



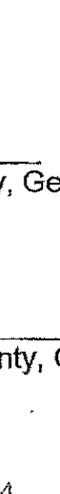
Mayor, City of Arcade, Jackson County, Georgia



Mayor, City of Braselton, Jackson County, Georgia



Mayor, City of Commerce, Jackson County, Georgia



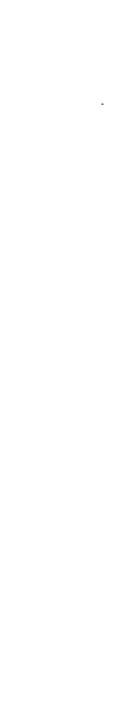
Mayor, City of Hoschton, Jackson County, Georgia



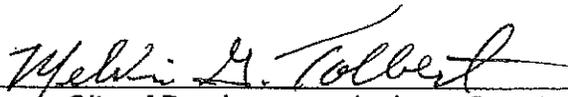
Mayor, City of Jefferson, Jackson County, Georgia



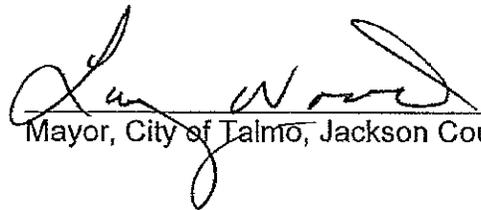
Mayor, City of Maysville, Jackson County, Georgia



Mayor, City of Nicholson, Jackson County, Georgia



Mayor, City of Pendergrass, Jackson County, Georgia



Mayor, City of Talmo, Jackson County, Georgia



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Emergency Medical 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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Local, State and Federal Funds

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

Jackson County Government is responsible for providing emergency medical care to the citizens of Jackson County. Four stations are currently operating 24 hours a day in Commerce, Jefferson, Nicholson and Braselton. The division provides advanced life support and critical care. EMS is provided for all unincorporated and incorporated areas of the county.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager, (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Fire Protection 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.): City of Commerce, City of Jefferson, West Jackson Fire District, North Jackson Fire District, Jackson Trail Fire District, Plainview Fire District, Arcade Fire District, Maysville Fire District, Harrisburg Fire District, South Jackson Fire District, East Jackson Fire District, Nicholson Fire District, Jackson County Government, and Jefferson Area District

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Arcade Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
City of Commerce	General Fund, Special Tax Districts, Insurance Claims/Reimbursements
City of Jefferson	General Fund, Special Tax Districts, Grants, Bonds, Impact Fees,
	Insurance Claims/Reimbursements
East Jackson Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
Harrisburg Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
Jackson County Government	General Fund, Special Revenue Funds, Insurance Claims/Reimbursements
Jackson Trail Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
Maysville Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
Nicholson Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
North Jackson Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
Plainview Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
West Jackson Fire District	Property Taxes, Insurance Claims/Reimbursements
South Jackson Fire District	Special Revenue Funds, Insurance Claims/Reimbursements
Jefferson Area District (proposed)	Special Revenue Funds, Insurance Claims/Reimbursements

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

Ten (10) county fire districts and two (2) municipalities provide fire protection for the unincorporated and incorporated areas of Jackson County.

The City of Commerce contracts with the East Jackson Fire District for services. The City of Commerce Fire Department serves the municipal district and the unincorporated areas in the East Jackson Fire District.

There is a significant area of unincorporated property that is adjacent to the City of Jefferson and served by the Jefferson Fire Department. The City of Jefferson has initiated discussions with the Board of Commissioners to create an additional Jefferson Area Fire District. Currently there is no legal authority to levy and collect fire service taxes on the areas adjacent to the City of Jefferson. This agreement is currently being discussed.

When the Cities of Commerce and Jefferson annex land the city's fire services will coincide with the city limit expansion.

The West Jackson Fire District is the only district created through a Constitutional amendment. They directly levy their own tax. The Jackson County Tax Commissioner is responsible for billing, collection and remittance to the West Jackson Fire District.

The remaining nine (9) fire districts were created through acts of the General Assembly and the Jackson County BOC. Upon recommendations from each fire district board of directors the Jackson County Board of Commissioners will levy taxes on each fire district as a component of the annual budget process. The Jackson County Tax Commissioner bills, collects, and remits the funds to the Jackson County Finance Department who holds those funds in separate trust accounts for each fire district.

Each fire district can make separate arrangements with the Finance Department to have their bills directly paid on their behalf or receive reimbursements for authorized and eligible expenditures.

Jackson County Government operates a fire brigade through the Correctional Institute (CI) which provides back up support to all fire departments in Jackson County.

R E S O L U T I O N

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within part of the unincorporated area of the 245th (Jefferson) District and part of the 248th (Cunningham) District that lies within the Jackson Trail Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the Jackson Trail Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGINNING at a point at the intersection of the Middle Oconee River and the Mulberry River; thence in a westerly direction along the Mulberry River which is also the dividing line between Barrow County and Jackson County to the point where the Mulberry River intersects Georgia Highway 53; thence in a due northerly direction along the boundary line of the West Jackson Fire District and following said boundary line in a northerly direction along its boundary to the point along County Road 421 and Georgia Highway 332; thence along Georgia Highway 332 to the West Jackson Fire District approximately 1,000 feet beyond U. S. Highway 124; thence along U.S. Highway 124 to the fire district line; thence back to Georgia Highway 60 and northerly along Georgia Highway 60; thence in an easterly direction along County Road 193 and County Road 194 back to Georgia Highway 332; thence along State Route 332 in a northeasterly direction to the intersection of County Road 150; thence along said road to the intersection of County Road 216; thence in a northerly direction along said road to the intersection of Doster's Creek; thence in a southeasterly direction along Doster's Creek until it intersects the Middle Oconee River; thence following the Middle Oconee River to the intersection of the Middle Oconee River and Buffalo Creek; thence up Buffalo Creek to the intersection of the Galilee Church Road to County Road 145 to the intersection of State Route 319; thence in a northerly direction for a short distance along State Route 319 to the intersection of the Middle Oconee River; thence in an easterly direction along the Middle Oconee River to the intersection of the Mulberry River, this being the point of beginning.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The Jackson Trail Fire District is created for the purpose of affording fire protection with the territory comprising said district, and the Board of Commissioners of Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the Jackson Trail Fire District. The Jackson Trail Fire District Advisory Board shall be composed of seven (7) members as hereinafter set out.

The Board of Commissioners of Jackson County does hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1988 during the general election, and to take office on January 1, 1989;

Post 1 - Larry Banks (2 yr. term);
Post 2 - Neal Burris (2 yr. term);
Post 3 - Donald Gooch (2 yr. term);
Post 4 - Charles Cain, Jr. (4 yr. term);
Post 5 - Hugh Jones (4 yr. term);
Post 6 - Jewell Potter (4 yr. term);
Post 7 - Joe Simmons (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County who reside in the Jackson Trail Fire District as hereinafter provided. Any person offering as a candidate for a post position on the board must reside in the area describing the post position for which he offers as a candidate. The persons elected to represent all posts shall be elected to serve 4-year terms of office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman

and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office, the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3

The Jackson Trail Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall be not more than 3 mills, ^{nor less than 1/2 mil.} The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising this fire district. The tax commissioner of Jackson County shall retain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem tax. That amount shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the Jackson Trail Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 6 day of November,

1986.

BOARD OF COMMISSIONERS
OF JACKSON COUNTY

BY Henry D. Robinson
Chairman.

Harold Hillborn
Member.

Cecil Gray
Member.

ATTEST:

Dee Hillborn
Clerk

R E S O L U T I O N

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within the unincorporated area of the 242nd (Redstone) District and part of the 245th (Jefferson) District and to include the Town of Arcade that lies within the Arcade Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the Arcade Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGINNING on U. S. Highway 129 and State Route 15 at the present city limits of Jefferson on the south side of the City of Jefferson; thence in an easterly direction along the city limits of the City of Jefferson to Curry Creek; thence in a southeasterly direction along Curry Creek to the present South Jackson Fire District boundary line; thence in a southerly direction across U. S. Highway 129 and State Route 15 approximately three quarters of a mile north of Redstone Church; thence continuing along said line in a southerly direction to Redstone Creek; thence in a southerly direction along Redstone Creek to the intersection of Middle Oconee River; thence along the contour of the Middle Oconee River to the intersection of State Route 39; thence in a southerly direction to the intersection of County Road 145; thence along said county road northwesterly to the intersection of County Road 143; thence in an easterly direction along said road to the intersection of Buffalo Creek; thence in a southerly direction along Buffalo Creek to the intersection of the Middle Oconee River; thence in a northerly direction along the contours of the Middle Oconee River to the intersection of the Galilee Church Road, begin County Road 143; thence following the contour of the Galilee Church Road in an easterly direction but the boundary line being 1,000 feet north of said road, and following this contour 1,000 feet north of said Galilee Church Road to the intersection of U. S. Highway 129 and State Route 15 at the point of beginning.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The Arcade Fire District is created for the purpose of affording fire protection within the territory comprising said district, and the Board of Commissioners of Jackson County shall carry out the governing

of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the Arcade Fire District. The Arcade Fire District Advisory Board shall be composed of five (5) members as hereinafter set out.

The Board of Commissioners of Jackson County does hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1988 during the general election, and to take office on January 1, 1989:

Post 1 - Hugh Lee Culpepper (2 yr. term);
Post 2 - Butch Porter (2 yr. term);
Post 3 - Joyce Ethridge (4 yr. term);
Post 4 - W. C. Hamilton (4 yr. term);
Post 5 - Bobby Gooch (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County who reside in the Arcade Fire District as hereinafter provided. Any person offering as a candidate for a post position on the board must reside in the area describing the post position for which he offers as a candidate. The persons elected to represent all posts shall be elected to serve 4-year terms of office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office,

the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3.

The Arcade Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall be not more than **3** mills. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising this fire district. The tax commissioner of Jackson County shall retain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy, and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem tax. That amount shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the Arcade Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 6 day of November,

1986.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY Henry D. Johnson
Chairman.

James D. Hill
Member.

Cecil Gray
Member.

Attest:

Dean Helbock
Clerk.

R E S O L U T I O N

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within the unincorporated area of the 465th (Wilson) District, part of the 455th (Miller) District, part of the 257th (Harrisburg) District, and part of the 255th (Minish) District that lies within the Maysville Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the Maysville Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGINNING at a point at the intersection of Hall County, Banks County and Jackson County which is in the northernmost area of Jackson County, thence from said point of beginning along the county line dividing Banks County and Jackson County following the county line until it intersects the right of way of Interstate 85; thence in a southwesterly direction along the right of way of Interstate 85 to County Road 253; thence in a due northerly direction along the county road to the intersection of the North Oconee River; thence in a northwesterly direction along the North Oconee River to the county line which divides Jackson County and Hall County; thence in a northeasterly direction along the Hall County line back to the point of beginning.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The Maysville Fire District is created for the purpose of affording fire protection within the territory comprising said district, and the Board of Commissioners of Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners

of Jackson County does further authorize the appointment and future election of an advisory board from the Maysville Fire District. The Maysville Fire District Advisory Board shall be composed of five (5) members as hereinafter set out.

The Board of Commissioners of Jackson County does hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1988 during the general election, and to take office on January 1, 1989:

Post 1 - Doug Dorsey (4 yr. term);
Post 2 - Donald Lord (4 yr. term);
Post 3 - Jimmy Doss (2 yr. term);
Post 4 - James Brooks (4 yr. term);
Post 5 - Hubert Blalock (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County who reside in the Maysville Fire District as hereinafter provided. Any person offering as a candidate for a post position on the board must reside in the area describing the post position for which he offers as a candidate. The persons elected to represent all posts shall be elected to serve 4-year terms of office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office, the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3

The Maysville Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall not be more than 3 mills nor less than $\frac{1}{4}$ mill. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising the fire district. The tax commissioner of Jackson county shall regain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy, and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem tax. That amount shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the Maysville Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 6 day of November,

1986.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY.

BY Henry D. Robinson
Chairman.

Harold D. [unclear]
Member.

Cecil [unclear]
Member.

Attest:

Dean Hilborn
Clerk.

RESOLUTION

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within the unincorporated area of the 257th (Harrisburg) District, part of the unincorporated area of the 455th (Miller's) District, part of the 245th (Jefferson) District, lying outside the unincorporated limits of the City of Jefferson up to but not including the City Limits of Jefferson that lie within the Harrisburg Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the Harrisburg Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGIN at a point where Curry Creek enters the North Oconee River, thence following the North Oconee River in a northerly direction where said river intersects Interstate 85; thence in a southwesterly direction along Interstate 85 to a point just north of County Road 251; thence in a southwesterly direction along County Road 251 to the intersection of Georgia Highway 82; thence in a westerly direction along Georgia Highway 82 to County Road 236 to a point where it intersects with County Road 237; thence along County Road 237 to County Road 238; thence along County Road 238 to the intersection of County Road 239; thence in a southeasterly direction along County Road 239 to the intersection of Curry Creek; thence along Curry Creek outside the incorporated limits of the City of Jefferson in a southerly and southeasterly direction back to the point of beginning. This district shall encompass all areas outside of the unincorporated limits of the City of Jefferson. Should the incorporated limits of the City of Jefferson expand and annex additional properties outside the present incorporated limits that would be in the above described property of the Harrisburg Fire District, said property shall be removed from the Harrisburg Fire District upon annexation by the City of Jefferson.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The Harrisburg Fire District is created for the purpose of affording fire protection within the territory comprising said district, and the Board of Commissioners of Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the Harrisburg Fire District. The Harrisburg Fire District Advisory Board shall be composed of nine members as hereinafter set out.

The Board of Commissioners of Jackson County do hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1986 during the general election, and to take office on January 1, 1987:

Post 1 - Bobby Barrett (2 yr. term);
Post 2 - Hazel Bullock (2 yr. term);
Post 3 - T. O. Hall (2 yr. term);
Post 4 - J. L. McMullan (2 yr. term);
Post 5 - J. C. Jackson (2 yr. term);
Post 6 - Broughton Nabors (4 yr. term);
Post 7 - Haynie Porter (4 yr. term);
Post 8 - Charles Shirley (4 yr. term); and
Post 9 - James Wilhite (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for a specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County

who reside in the Harrisburg Fire District as hereinafter provided. Any person offering as a candidate for a post position on the board must reside in the area describing the post position for which he offers as a candidate. The persons elected to represent all posts shall be elected to serve 4-year terms of office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office, the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3

The Harrisburg Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall not be more than 3 mills. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising the fire district. The tax commissioner of

Jackson County shall retain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy, and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem taxes. That amount shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the Harrisburg Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 15 day of November, 1984.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY Henry D. Robinson
Chairman.

Cecil Bray
Member.

Harold Hetcher
Member.

Attest:

Don Hilborn
Clerk.

RESOLUTION

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district to serve parts of the unincorporated areas of the 455th (Miller's) District and 428th (Cunningham) District that lie within the Plainview Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the Plainview Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGIN at a point which joins the North Jackson Fire District and the intersection of the boundary between Hall County and Jackson County and the Pond Fork River, thence along said boundary in an easterly and southerly direction to County Road 426 to the intersection of County Road 350; thence along County Road 350 to County Road 229; thence along County Road 229 to County Road 332; thence in a northerly direction back to County Road 426; thence along County Road 426 to Georgia Highway 82; thence along Georgia Highway 82 in a southerly and easterly direction to the intersection of County Road 251; thence along County Road 251 to a point just south of Interstate 85; thence across Interstate 85 to County Road 253; thence along County Road 253 to the North Oconee River; thence in a westerly-northwesterly direction along North Oconee River to the Hall-Jackson County boundary; thence along this boundary in a southwesterly direction back to the point of beginning.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be

carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the Plainview Fire District. The Plainview Fire District Advisory Board shall be composed of three members as hereinafter set out.

The Board of Commissioners of Jackson County do hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1986 during the general election, and to take office on January 1, 1987:

Post 1 - Lester Ragan (2 yr. term);
Post 2 - Herbert Roberts (4 yr. term); and
Post 3 - Vivian Langford (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for a specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County who reside in the Plainview Fire District as hereinafter provided.

of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office, the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3

The Plainview Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall not be more than 2 mills. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising the fire district. The tax commissioner of Jackson County shall retain funds received from the tax levy in

commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the Plainview Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 15 day of November, 1984.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY Henry D. Robinson
Chairman.

Cecil Bray
Member.

Harold Rubin
Member.

Attest:

Dean Hilbock
Clerk.

RESOLUTION

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within the unincorporated areas of the 253rd (Newtown) District, the 1704th (Center) District and the incorporated areas of the Towns of Nicholson and Center within the Nicholson Area Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the Nicholson Area Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGIN at the intersection of the Madison-Jackson County line along county highway 331, proceeding in a southwesterly direction to Highway 330, thence following Highway 330 to the intersection of State Route 334, thence north to County Road No. 59, thence along County Road 59 until it intersects with County Road 57, thence following County Road 57 until it intersects with U. S. Highway 441 and County Road 427, thence along County Road 427 until it intersects with the North Oconee River, thence in a southerly direction along the North Oconee River to the boundary line of Jackson County adjacent to Clarke County, thence along the boundary line of Jackson and Clarke Counties in an easterly-northeasterly direction to the county boundary of Madison County, thence along the boundary between Madison and Jackson Counties along the Little Sandy Creek in a northerly direction to the point of beginning.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or

Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the Nicholson Area Fire District. The Nicholson Area Fire District Advisory Board shall be composed of five members as hereinafter set out.

The Board of Commissioners of Jackson County do hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1986 during the general election, and to take office on January 1, 1987:

Post 1 - Jim Bulla (2 yr. term);
Post 2 - Jim McGill (2 yr. term);
Post 3 - Julian Hawks (2 yr. term);
Post 4 - William H. David Sr. (4 yr. term); and
Post 5 - Robert Potts (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for a specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County

office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office, the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3

The Nicholson Area Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall not be less than 1/2 nor more than 3 mills. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising the fire

shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the Nicholson Area Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 15 day of November, 1984.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY Henry D. Robinson
Chairman.

Cecil Bray
Member.

Harold B. Fisher
Member.

Attest:

Dean Hilbonds
Clerk.

RESOLUTION

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within the unincorporated area of the 1691st (Talmo) District, including the incorporate limits of the Town of Talmo; the unincorporated area of the 428th (Cunningham) District, including the incorporated limits of the Town of Pendergrass; part of the unincorporated area of the 1765th (Porter's) District; part of the unincorporated area of the 248th (Randolph) District and unincorporated area of the 455th (Miller's) District and unincorporated area of the 245th District lying outside of the City Limits of the City of Jefferson that lies within the North Jackson Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the North Jackson Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGIN at a point on the Hall-Jackson Counties boundary where it intersects the Pond Fork River, thence along the Pond Fork River in an easterly and southerly direction to the intersection of County Road 426; thence along County Road 426 to the intersection of County Road 350; thence along County Road 350 to the intersection of County Road 229; thence in a southerly direction along County Road 229 to the intersection of County Road 232; thence in a northerly direction along County Road 232 to the intersection of County Road 426; thence in an easterly direction

the intersection of County Road 236; thence down to a creek which leads into the Oconee River to the intersection of Oconee River; thence along Doster's Creek in a westerly direction; thence in a northwesterly direction to the intersection of County Road 216; thence along County Road 216 to the intersection of County Road 150; thence along County Road 150 to Georgia Highway 332; thence along Georgia Highway 332 to County Road 194; thence along County Road 194 to County Road 193; thence in a northwesterly direction along County Road 193 along the boundary of the West Jackson Fire District to the intersection of the West Jackson Fire District boundary and County Road 187; thence along said intersection to Walnut River North to the Hall County line; thence to the point of beginning. This district shall encompass all areas outside of the unincorporated limits of the City of Jefferson. Should the incorporated limits of the City of Jefferson expand and annex additional properties outside the present incorporated limits that would be in the above described property of the North Jackson Fire District, said property shall be removed from the North Jackson Fire District upon annexation by the City of Jefferson.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The North Jackson Fire District is created for the purpose of affording fire protection within the territory comprising said district, and the Board of Commissioners of Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the North Jackson Fire District. The North Jackson Fire District Advisory Board shall be composed of twelve members as hereinafter set out.

The Board of Commissioners of Jackson County do hereby appoint as the initial advisory board the following persons for

Post 4 - Jerry Cooper (2 yr. term);
Post 5 - Wilbur Cole (2 yr. term);
Post 6 - Jerry Fletcher (2 yr. term);
Post 7 - Kenneth S. Bridges (4 yr. term);
Post 8 - Robert McEver (4 yr. term);
Post 9 - Chip McEver (4 yr. term);
Post 10 - Early Maddox (4 yr. term);
Post 11 - Dennis Elrod (4 yr. term);
Post 12 - James Pethel (2 yr. term);

After the first two years of office, Posts 1 through 6 shall be elected for 4-year terms; Post 12 shall be filled by the duly elected Mayor of Pendergrass. All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for a specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County who reside in the North Jackson Fire District as hereinafter provided. Any person offering as a candidate for a post position on the board must reside in the area describing the post position for which he offers as a candidate. The persons elected to represent all posts shall be elected to serve 4-year terms of office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to

Section 3

The North Jackson Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall not be more than 3 mills. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising the fire district. The tax commissioner of Jackson County shall retain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy, and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem taxes. That amount shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the North Jackson Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

WITNESS our hands and seals, this the 15 day of
November, 1984.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY Henry D. Robinson
Chairman.

Cecil Bray
Member.

David Huber
Member.

Attest:

Gene Hilbonds
Clerk.

RESOLUTION

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within the unincorporated area of the 1747th (Attica) District and part of the 242nd (Redstone) District that lies within the South Jackson Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

Section 1

There is hereby created the South Jackson Fire District which shall encompass an area composed of all that territory contained within the following description:

BEGIN at the intersection of the Jackson County boundaries of Clarke and Barrow Counties; thence along the Clarke County boundary in a northeasterly direction to the intersection of the North Oconee River; thence in a northerly direction up the North Oconee River to the intersection of Curry Creek; thence following Curry Creek to a point where the Terry Farms property line intersects with Curry Creek; thence following the Terry Farms property line in a southerly direction to U. S. Highway 129 and Georgia Highway 15; thence easterly down U. S. Highway 129 to the 4-W Farm property line; thence in a southerly direction to County Road 121; thence easterly on County Road 121 to Redstone Creek; thence from Redstone Creek to the intersection of the Middle Oconee River; thence northwesterly along the Middle Oconee River to the intersection of Georgia Highway 82 and the boundary between Jackson and Barrow Counties; thence in a southerly direction along the boundary of Jackson and Barrow Counties to the point of beginning.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The South Jackson Fire District is created for the purpose of affording fire protection within the territory comprising said district, and the Board of Commissioners of

Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County does further authorize the appointment and future election of an advisory board from the South Jackson Fire District. The South Jackson Fire District Advisory Board shall be composed of five members as hereinafter set out.

The Board of Commissioners of Jackson County do hereby appoint as the initial advisory board the following persons for the terms hereinafter set out, with the posts which have only a 2-year term of appointment being called for an election in the year 1986 during the general election, and to take office on January 1, 1987:

Post 1 - Charles Gorham (2 yr. term);
Post 2 - Eugene Moore (2 yr. term);
Post 3 - Phil Smith (4 yr. term);
Post 4 - Hubert Edwards (4 yr. term); and
Post 5 - Melvin Cheek (4 yr. term).

All elections shall be conducted by the Probate Judge of Jackson County at the same time and on the same dates on which the general election is conducted in even numbered years.

All candidates for election shall qualify with the Probate Judge of Jackson County for a specific post for which they desire to run. In the event a run-off election is necessary, it shall be held fourteen (14) days from the date of the election set by the Probate Judge. The expense of all elections shall be borne by Jackson County.

All members of the board shall be elected at the proper times for their election by the qualified voters of Jackson County who reside in the South Jackson Fire District as hereinafter provided. Any person offering as a candidate for a post position on the board must reside in the area describing the post position for which he offers as a candidate. The persons elected to represent all posts shall be elected to serve 4-year terms of

office and/or until their successors are duly elected and qualified. Members of the board shall assume office on January 1 following their election or appointment. The board shall elect a chairman and such other officers as it may deem necessary to effectively and efficiently transact the business which may come before the board. In the event of a vacancy on the board for any reason other than expiration of the term of office, the remaining members of the board shall elect a person or persons from the fire district area who shall serve for the unexpired term. The members of the board shall receive no compensation for their services.

Section 3

The South Jackson Fire District having been created herein for the purpose of affording additional fire protection for the territory comprising this district, the Board shall make a recommendation to the governing authority of Jackson County concerning the levy of a tax to carry out fire protection within this area. This recommendation to the governing authority of Jackson County to levy a tax on all taxable property within said territory shall not be more than 3 mills. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising the fire district. The tax commissioner of Jackson County shall retain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy, and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem taxes. That amount shall be remitted by the tax

commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County as it sees fit to aid in the fire protection within the South Jackson Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 15 day of November, 1984.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY Henry D. Robinson
Chairman.

Cecil Bray
Member.

Paul Allen
Member.

Attest:

Dean Hilbock
Clerk.

RESOLUTION

OF

BOARD OF COMMISSIONERS OF JACKSON COUNTY

WHEREAS, there exists a need within Jackson County to create a special district within part of the unincorporated area surrounding the City of Commerce that lies within the East Jackson Fire District to provide for fire protection and to authorize the levying of a tax on property lying within said territory for said fire protection;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County:

SECTION 1

There is hereby created the East Jackson Fire District which shall encompass an area composed of all that territory contained within the following description:

The territory lying outside the corporate city limits of Commerce, and bounded on the north by the described boundary of the Maysville Fire District, on the west by the boundary described by the Harrisburg Fire District, on the east by the boundary of the Jackson County line adjacent to Banks, Franklin, and Madison Counties, and on the south by the boundary described by the Nicholson Area Fire District. These fire districts are more specifically described and were voted on for approval in November, 1984.

Unless otherwise stated herein the area within this district shall not contain any area presently or in the future within the boundaries of any incorporated area or special district which levies a tax for fire protection. Any area presently within this district but later annexed into an incorporated area or special district which levies a tax for fire protection shall be removed from the tax digest of this district.

Section 2

The East Jackson Fire District is created for the purpose of affording fire protection within the territory comprising said district, and the Board of Commissioners of Jackson County shall carry out the governing of said special district and shall further aid the carrying out of the government of said special district. The Board of Commissioners of Jackson County further authorizes the appointment and future election of an advisory board from the East Jackson Fire District. The East Jackson Fire District Advisory Board shall be composed of five (5) members as hereinafter set out.

The Board of Commissioners of Jackson County hereby appoints as the initial advisory board the following persons for the terms hereinafter set out, with the posts

the governing authority of Jackson County to levy a tax on all taxable property within said territory shall be no less than 0.5 mil nor greater than 3 mils. The governing authority shall take the recommendation of the advisory board under consideration and at a public hearing at their regularly scheduled meeting or a special meeting, adopt a resolution to either accept, reject or amend the recommendation of the advisory board to levy said tax. Should the governing authority agree to levy said tax, it shall levy and collect this tax upon all taxable property whether in unincorporated or incorporated area within the territory comprising this fire district. The tax commissioner of Jackson County shall retain funds received from the tax levy in the amounts necessary to defray the costs and expenses for the assessment and levy and it shall be based on the same percentage as paid by the State of Georgia for the collection of State ad valorem tax. That amount shall be remitted by the tax commissioner to the public treasury of Jackson County. All other funds received from said tax levy shall be used by the Board of Commissioners of Jackson County it sees fit to aid in the fire protection within the East Jackson Fire District. This may include the delegation of the spending of the money to the advisory board for the purposes provided for herein.

Section 4

This resolution may be amended from time to time by the Board of Commissioners of Jackson County.

WITNESS our hands and seals, this the 17 day of ^{December}~~November~~, 1992.

BOARD OF COMMISSIONERS OF
JACKSON COUNTY

BY _____
Chairman.

D. D. W. B. -
Member.

[Signature]
Member.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Geographic Information System (GIS)*

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.): **Jackson County, Braselton, and Commerce**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, State and Federal Grants and other Grants, User Fees
Braselton	General Fund, State and Federal Grants and other Grants, User Fees, Enterprise Fund
Commerce	General Fund, State and Federal Grants and other Grants, User Fees

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

The Municipalities may contract with Jackson County for GIS services.

The Cities of Braselton and Commerce have GIS systems, but may contract with the County for specialized services.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Health and 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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson 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?

Jackson County Health Department provides its unincorporated and incorporated residents with basic preventative care, immunizations, inspections, and program administration. The Health Department is funded through County, State and Client fees. Two (2) health clinics exist in Jackson County, one (1) in the City of Commerce and one (1) in the unincorporated county.

The health department also provides rabies, septic licensing and inspection and food services inspections.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Rabies Ordinance	Jackson County Health and Human Services	As currently on file

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: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

Rabies Control and Enforcement Agreement

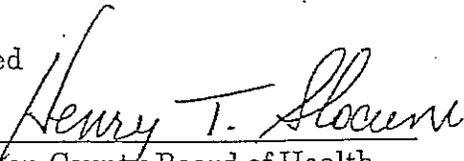
Jackson County Board of Health (BOH)
&
Jackson County Board of Commissioners (BOC)

The following items are established as guidelines designed for the mutual protection and benefit of the Jackson County Board of Health (BOH) and the Jackson County Board of Commissioners (BOC) in the enforcement of Rabies Control Cases.

1. As prescribed by Georgia State law, the BOH will continue to enforcement and adjudicate rabies cases through the Rabies Control Officer within Jackson County.
2. The BOC agrees to assist, when requested by the Rabies Control Officer, in the enforcement of BOH Number 11 and will use as the standard of Rabies Control BOH Rules and Regulations, Number 11 for Jackson County.
 - a. Legislation: The BOC adopts the standards for Rabies Controls as defined by the BOH Rules and Regulations, Number 11 as the standards for enforcement of control by designated County Officers.
 - b. Enforcement: The BOC agrees to provide enforcement support when required via POST Certified Officers in the Jackson County Marshall's Office. These Officers will be available at the request of the Board of Health to assist in the resolution of rabies cases. The Marshall's may issue citations to any individual or individuals deemed in violation of Jackson County Ordinances or Codes.
 - c. Animal Control: It is further agreed, when required by the Rabies Control Officer, the physical handling and control of suspect animals shall be the responsibility of the Jackson County Animal Control Officer under the jurisdiction of the applicable Jackson County Ordinances in conjunction with Board of Health Rules and Regulations, Number 11.

This agreement shall remain in effect from this date forward or until altered by either party in writing.

Signed



Jackson County Board of Health

4-4-2003

Date

Signed



Jackson Co. Board of Commissioners

4/7/03

Date

REGULATION NUMBER 11

SECTION 1

TITLE: Rabies Control Rules and Regulations for Jackson County

SECTION 2

LEGAL AUTHORITY: Pursuant to the authority vested in the Jackson County Board of Health under O.C.G.A. Title 31, Chapter 3 and more particularly by Chapter 19, the Jackson County Board of Health adopts the following Rules and Regulations for the control of rabies within said county.

SECTION 3

PURPOSE: To prescribe Regulations for the prevention, control and reporting of rabies within Jackson County by providing for the vaccination, tagging, and certification of dogs and cats; the confinement or other disposition of dogs, cats, and other animals; to specify reporting procedures, quarantine measures and to establish a rabies control officer.

SECTION 4

DEFINITIONS. The following terms as used in this Regulation shall have the meanings hereinafter respectively ascribed to them.

4.01 "Board" means the Jackson County Board of Health, State of Georgia.

4.02 "Department" means the Department of Human Resources, State of Georgia.

4.03 "Director" means the Chief Executive of the County Board as defined in O.C.G.A. Title 31, Chapter 3 or in his absence, subject to

approval of the Board, a member of said Board appointed by the Chairman for the purposes enumerated herein.

- 4.04 "Dog": The word "dog" shall mean a member of the canine species of either sex, vaccinated or not vaccinated against rabies.
- 4.05 "Cat". The word "cat" shall mean a member of the feline species of either sex, vaccinated or not vaccinated against rabies.
- 4.06 "Vaccine". The word "vaccine" shall mean an injectable material containing inactivated or attenuated rabies virus, licensed by the United States Department of Agriculture, Biological Control Section and approved by the Georgia Department of Human Resources. Vaccine used for the purposes of this Regulation shall be stored at the temperature prescribed on the package label. Outdated vaccine or vaccine showing any signs of spoilage or appearing otherwise unfit for producing immunity against rabies shall not be used.
- 4.07 "Vaccinate" - "Inoculate". The words "Vaccinate" and "Inoculate" shall mean the injection of antirabic vaccine by a veterinarian into the proper site of the animal. The injected dose shall be in accordance with the amount and schedule prescribed by the manufacturer's instructions.
- 4.08 "Veterinarian". The word "Veterinarian" shall mean any person who holds a license to practice the profession of veterinary medicine in the State of Georgia.
- 4.09 "Rabies Vaccination Tag". The term "Rabies Vaccination Tag" shall mean a tag meeting the Standard Tag System for year, color, and shape determined by the National Association of State Public Health Veterinarians, furnished by the veterinarian, and to be worn by the vaccinated dog or cat. The tag shall include the veterinarian's

or clinic's name and phone number on it.

- 4.10 "Certificate". The word "Certificate" shall mean the National Association of State Public Health Veterinarians Form #50, "Rabies Vaccination Certificate" or any other forms containing the same information approved by the Jackson County Board of Health.
- 4.11 "Person". The word "Person" shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.
- 4.12 "Owner". The term "Owner" shall mean any person having the right of possession of a dog, cat, or other animal or any person exercising powers of control or care of a dog, cat or other domesticated animal which remains on this premises.

SECTION 5

PROVISIONS

- 5.01 Vaccination of Dogs and Cats
- A. The owner of a dog or cat three months old or older shall cause such dog or cat to be vaccinated against rabies as defined by this Regulation and if such dog or cat is less than one year of age upon vaccination it shall be revaccinated at least one year from the date of original vaccination. When dogs or cats of one year of age or older are vaccinated with a vaccine approved by the Department as providing three year protection, such animals shall be revaccinated within three years. When other approved vaccines are used, yearly inoculations shall be required.
- 5.02 Certificate of Vaccination
- A. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination

tags. Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in duplicate and signed by the veterinarian administering the vaccine. He shall furnish one copy to the animal's owner, and retain one copy for his files.

5.03 Vaccination Tags

- A. Coincident with the issuance of the certificates of vaccination, the veterinarian shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag meeting the Standard Tag System, bearing the same number and year thereon as the certificate bears.
- B. The tag shall be securely attached by the owner to the collar or harness worn by the dog or cat for which the certificates and tags have been issued.

5.04 Clinics

- A. In accordance with the direction of the Board as appearing in its minutes, the Director shall operate or cause to be operated county-sponsored clinics for the vaccination of dogs and cats against rabies.
- B. Vaccination shall be performed by a licensed veterinarian.
- C. Vaccination fee for such clinics shall be predetermined by the County Board of Health. Public notice of the schedule of the clinics shall be given in advance of the first clinic appearing on the schedule. Such notice shall include the day, the hour, the place, and the vaccination fee.

5.05 Rabies Control Officer

- A. Unless otherwise directed by the Board, an employee of the

Jackson County Health Department shall be the Rabies Control Officer.

B. The duties of the Rabies Control Officer are:

1. To investigate and maintain a record of animal bites in the county.
2. To insure proper confinement or other disposition of an animal involved in a bite; or if the animal is dead or killed, to submit the animal's head for laboratory examination.
3. To enforce proper disposition of animals exposed to known rabid animals.
4. To assist in the planning and coordination of Rabies Vaccination Clinics.
5. Such other duties necessitated by these rabies control regulations or as ordered by the Director.

5.06 Confinement and Disposition of Dogs, Cats, and Other Animals Involved in Bites or Having Contact With Suspected or Known Rabid Animals

- A. The Rabies Control Officer will maintain enforcement of all regulations pertaining to the confinement or other appropriate disposition of dogs, cats, or other animals.
- B. The owner of any dog, cat or other animal as specified in this section shall confine, cause to be confined or shall dispose of such animal as prescribed herein:
 1. A dog or cat, whether vaccinated or not, which has bitten a person or other animal shall be confined for a period of ten (10) days following the date of the bite. However, in the case of wild animals and domesticated wild animals for

which no safe confinement period has been established or in the case of stray dogs or cats by consent by owner for owned dogs or cats, the animal shall be destroyed promptly, decapitated and its brain tissue analyzed for indication of rabies.

2. A dog, cat, or other animal whether vaccinated or not, having signs suggestive of rabies, as described by George M. Baer in the Natural History of Rabies, 2nd Edition, CRC Press, 1991, shall be confined and kept in isolation until its death, and otherwise released only when symptoms have disappeared as adjudged by a veterinarian. However, if confinement is not appropriate or practical, the animal shall be destroyed and its brain tissue analyzed for evidence of rabies.
3. A dog, cat, or other animal which has not been vaccinated or which was vaccinated one month prior to being bitten by a known rabid animal shall be immediately destroyed or if the owner is unwilling to destroy the bitten animal, it shall be confined in strict isolation in a location approved by the Director for a period of six (6) months. The confined animal must be vaccinated five months after the bite.
4. Any dog, cat, or other animal for which rabies vaccination effectiveness has been established and having a current vaccination at least one month prior to being bitten by a known rabid animal, may be revaccinated and then confined in a manner approved by the Director for ninety (90) days; thereafter, it shall be released to the owner if the animal

exhibits no signs of rabies as adjudged by a veterinarian.

5.07 Establishment of Infected Area Quarantine

Whenever the Department of Human Resources may declare Jackson County or any area within an "infected area" pursuant to O.C.G.A. Title 31, Chapter 19, Sec. 2, then every dog or cat in said infected area shall be quarantined and confined to the owner's or custodian's premises during the entire period of time for which said declaration of the Department is in effect.

5.08 Confinement Area or Facility

- A. Confinement area or facility to which a dog, cat or other animal is confined in compliance with the provisions of this Regulation shall be either a pound, kennel, animal hospital, or such other place as designated by the Director or in certain cases may be a private residence as specified in subsection B. of this section.
- B. A dog or cat which has a current vaccination certificate and which has bitten a person or other animal may be confined to the owner's residence for ten (10) days following the bite. It shall be the owner's responsibility to provide proof of vaccination. Where residential confinement is allowed the owner shall confine such animal to a fenced-in area, an enclosed outbuilding, or in the owner's personal dwelling in such a manner as to prevent contact between the confined animal and other animals or persons other than the owner.
- C. Unless otherwise authorized by the Director, unvaccinated biting animals and animals to be confined as prescribed in Sections 5.06 B., 2,3, and 4 herein shall be confined in a pound, kennel,

or animal hospital at the owner's expense. Such facility shall provide the following:

1. Construction and management which will keep the animal dry, clean, prevent its escape and prevent its contact with both people and other animals.
2. A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility.
3. Assurance that the animal will have safe and adequate water and food.
4. Adequate space for the animal's exercise.
5. Protection against excessive cold and heat.
6. Space, cages, pens and other necessary equipment to isolate the animal for its protection against injury and infectious diseases.

5.09 Animal Impoundment and Control

- A. Any dog or cat less than three months old shall be confined to the owner's premises or kept on a leash.
- B. The owner of any dog or cat brought into Jackson County for a permanent stay from outside the county shall cause such dog or cat to be vaccinated in accordance with these Rules and Regulations except, however, that when the owner of such dog or cat produces evidence satisfactory to the Director that such dog or cat has been vaccinated in a manner and by procedures comparable to the requirements of this Regulation, than an Jackson County certificate of vaccination and a vaccination tag may be issued in lieu of revaccination.

- C. Any dog or cat brought into Jackson County on temporary stay not exceeding fourteen (14) days shall be confined or on a leash at all times.
- D. Any dog or cat or other animal running at large may be impounded in a manner specified by the City and County governing bodies. If the animal bears a vaccination tag, a reasonable effort to locate the owner will be made. Any unvaccinated dog or cat which is reclaimed by its owner or adopted during the period of impoundment shall be vaccinated against rabies as required by these Regulations within 72 hours of release. Any vaccinated dog or cat impounded because of lack of rabies vaccination tag may be reclaimed by its owner by furnishing proof of rabies vaccination and by compliance with impoundment regulations prior to release.

5.10 Reporting

- A. The owner or custodian of any animal having signs suggestive of rabies, as described by George M. Baer in the Natural History of Rabies, 2nd Edition, CRC Press, 1991, shall confine the animal and immediately notify the Director, reporting any information regarding any person or animal bitten or attacked by said animal.
- B. Any person bitten by a dog, cat, or other animal or any owner of a dog, cat, or warm blooded animal which has bitten a person shall report the bite to the Jackson County Health Department within 24 hours giving all known information relevant to an investigation of the incident by the Rabies Control Officer.
- C. Physicians or other medical personnel including those responsible

for hospital emergency rooms shall reports incidences of animal bites treated by them to the Jackson County Health Department within 24 hours.

- D. The Director shall report accumulated data relating to rabies in Jackson County to the Department when in hit opinion rabies is prevalent or likely to become prevalent to the extent that quarantine procedures are indicated.

SECTION 6

ENFORCEMENT The enforcement of these Rules and Regulations shall in in accordance with O.C.G.A. Title 31, Chapter 3, and Chapter 19 as amended and the Rules of Practice and Procedure of the Jackson County Board of Health.

SECTION 7

REPEAL All Rules and Regulations or any part thereof in conflict with the above and foregoing Rules and Regulations are hereby repealed. Specifically repealed are the Rabies Control Rules and Regulations of Jackson County which were previously adopted by the Jackson County Board of Health. This repeal shall be coincident with the effective date of these Rules and Regulations.

SECTION 8

EFFECTIVE DATE

These Rules

day of _____

Notice of He

on the _____

at the Jacks

on the _____

30 days from
today

ive the _____

3. Hearing held

o'clock

SIGNED: _____
Chairman

SIGNED: _____
Secretary of the Board

Legal Authority: O.C.G.A. Title 31, Chapter 3 and Chapter 19
as amended.

/mv

1993



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Homeland Security*

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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Local, State and Federal Funds

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

Jackson County Government, in conjunction with all Municipalities bound within Jackson County, is responsible for the identification of critical infrastructure and possible targets of terrorism. The County is responsible for identifying and providing, through grants, equipment to defend our communities and provide security during national crisis. Each Municipality shall provide the County with information regarding their grants. The County will notify all Municipalities of pending grant applications and approvals.

The EMA of Jackson County is responsible for Incident management with other emergency services and volunteer organizations playing a support role. The County, under State and Federal guidelines, is the lead agency for homeland security. If an incident occurs within the any Municipalities city limits, within Jackson County, they will be the contact point for federal reimbursement and communication.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON 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: **Commerce Housing Authority, Jefferson Housing Authority, and Winder Housing Authority**)

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Commerce Housing Authority	User Fees, HUD
Jefferson Housing Authority	User Fees, HUD
Winder Housing Authority	User Fees, HUD

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

The Commerce and Jefferson Housing Authorities each provide low income public housing to residents who qualify for government subsidized housing. The Commerce Housing Authority has two housing projects: Willoughby Homes and Bellview with a total of 50 units. The Jefferson Housing Authority has three housing projects: Jefferson Terrace, Bishop Fountain, and Pine Street with a total of 90 units. Construction, maintenance and operation of these two housing authorities and their housing 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 expenses.

The Winder Housing Authority provides the housing project Dunaway Massey located within Jackson County in Braselton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:

DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Inmate Labor Contracts

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.): **Jackson County**
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund/ State Funds, User Fees
Municipalities	General Funds
Authorities	General Funds

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

Jackson County provides an incarceration facility for the State of Georgia. Under the agreement with the State Jackson County may use Inmates for labor details under direct correctional supervision on County and other governmental projects. These work details are from time to time used inside city limits by request of the municipal governments.
 Inmate contracts will fall under two categories: (1) long term agreements and (2) on an as needed basis. All contracts will conform with the Georgia Department of Corrections rules of Policies and Procedures.
 Request for service using Inmate labor force will be detailed in intergovernmental agreements between the County and other interested parties.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Inmate Work Detail Agree	Jackson County and City of Commerce	1/1/2010 – 12/31/2010

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?

Intergovernmental agreements as required and the State of Georgia's Department of Corrections' rules of Policies and Procedures.

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

JACKSON COUNTY BOARD OF COMMISSIONERS/CITY OF COMMERCE INMATE WORK DETAIL AGREEMENT

THIS AGREEMENT is entered into this 5th day of January, 2008 by and between the JACKSON COUNTY BOARD OF COMMISSIONERS, an agency of the State of Georgia (the County), with service under this Agreement provided by the Jackson County Road Department (hereinafter referred to as the Department), and the City of Commerce, a department, agency or subdivision of the State of Georgia (the Agency),

WITNESSETH:

WHEREAS, the Department desires to obtain appropriate work for inmates incarcerated at the Jackson County Correctional Institution facility (the Facility); and

WHEREAS, the Agency desires to obtain the services of inmate work crews on public works projects.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The Department agrees to provide the Agency with one (1) inmate work detail(s), each such work detail to have a maximum of eight (8) inmates as well as one (1) full time correctional officer for labor on the public works projects described in an attachment hereto or as communicated to the Department from time-to-time in the manner provided herein (the Work). The Agency will provide a supervisor to produce the work orders for the officers. It will be required to have an alternate supervisor in place in the absence of the primary supervisor. It will be required that all supervisors will need to have the Secured/Non-Security training. The Department shall have the exclusive right and responsibility, through the correctional officer supervising each inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Agency shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Agency acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.
2. Credit Services. The Agency will allow the Department to utilize the inmate detail one (1) time each month to provide mowing and landscape maintenance services at locations owned or leased by the Jackson County Board of Commissioners. These locations are Jackson Creative, 106 Industrial Parkway, Commerce, GA 30529, the Commerce Service Center, 661 South Elm Street, Commerce, GA 30529, and the EMS Station, 44 Wofford Road, Commerce, GA 30529. In return for allowing the detail to perform these services for the County, the Agency will receive a \$200.00 credit applied to the Agency billing each month. The day on which the detail will perform these services will be coordinated with the Agency Public Works director so that Agency operations are not hindered by this special provision.
3. Workplace Safety. The Agency agrees to provide a safe workplace for inmate work details in accordance with the Occupational Safety and Health Act and State law. The Agency shall

be responsible for the coordination between inmate work details and other workers in the workplace. The Department and/or Facility shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, state and local governments in the performance of the Work.

4. Vehicles, Equipment and Supplies. The Agency agrees to supply suitable vehicles for the transport of inmate work details to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Each vehicle shall be equipped with a mobile radio for the exclusive use of correctional officers, capable of communicating with law enforcement agencies and emergency medical personnel. It shall be the responsibility of the Agency to procure and maintain a policy or policies of insurance protecting its interests in vehicles and equipment provided for use inmate work details. The Agency further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
5. Compensation. The Agency agrees to pay the Department the sum of \$52,000.00 yearly salary for one (1) full time officer for the duration of this Agreement. The Agency acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to inmate work details as well as for days in which inmate work details will not be supplied, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine. The Department will provide the Agency with an explanation of any days in which inmate work details are not available on the Department's monthly invoice, which invoice is due and payable 30 days from receipt by the Agency.
6. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until December 31, 2009. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional twelve (12) month periods, provided that either party may terminate this Agreement for convenience, by providing 60 days notice to the other party in writing.
7. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail - return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Agency:

City of Commerce
Clarence Bryant, City Manager
P.O. Box 348
Commerce, GA 30530

If to the Department:

Jackson County Road Department
12 Hendrix Drive

Jefferson, GA 30549

With a copy to:

Jackson County Board of Commissioners
Darrell Hampton, County Manager
67 Athens Street
Jefferson, GA 30549

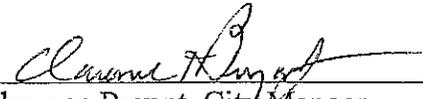
8. Entire Agreement. This Agreement constitutes the entire agreement and attached addendum understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.
9. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

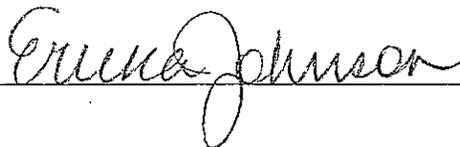
IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

JACKSON COUNTY BOARD OF
COMMISSIONERS:

CITY OF COMMERCE:

By: 
~~Pat Bell~~, Chairperson
Hunter Bicknell

By: 
Clarence Bryant, City Manger

Witness: 

Witness: 

CHARLES L. HARDY, JR., MAYOR
DUSTY R. SLATER, MAYOR PRO TEM
CLARENCE H. BRYANT, CITY MANAGER
SHIRLEY WILLIS, CITY CLERK



WAYNE GHOLSTON, COUNCILMAN
DONALD WILSON, COUNCILMAN
MARK FITZPATRICK, COUNCILMAN
BOB SOSEBEE, COUNCILMAN
RICHARD MASSEY, COUNCILMAN

P. O. BOX 348 • 27 SYCAMORE STREET
COMMERCE, GEORGIA 30529
706-335-3164

December 2, 2009

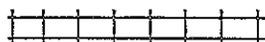
Mr. Len Bernat
Jackson County Purchasing Manager
67 Athens Street
Jefferson, GA 30549

Dear Mr. Bernat:

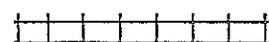
Please accept this letter as an official request from the City of Commerce to extend our Inmate Detail Contract with Jackson County for another 12 month period beginning in January 2010. This detail has been beneficial to the City for quite some time and we certainly would like to continue this contract.

Sincerely,


Clarence H. Bryant
City Manager



A City On The Right Track





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Jail 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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Inmate Lodging Fees, Jackson County Special Revenue Jail Fund, General Fund
Arcade	Fines, Forfeitures, and General Fund
Braselton	Fines, Forfeitures, and General Fund
Commerce	Fines, Forfeitures, and General Fund
Jefferson	Fines, Forfeitures, and General Fund
Maysville	Fines, Forfeitures, and General Fund
Pendergrass	Fines, Forfeitures, and General Fund

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

Jackson County, through the Sheriff's Office, provides Jail Services for the unincorporated and incorporated areas of Jackson County. On occasion Jackson County's Jail will house prisoners from surrounding counties when those county's jails need special accommodations for female prisoners or temporary relief from overcrowding of prisoners. Operation, maintenance and personnel expenditures for the Jackson County Jail are funded by the following: municipal lodging fees, other county's lodging fees, state inmate lodging fees, and Jackson County Special Revenue Jail fund which includes fines accessed by the State, Superior and Juvenile Court systems and Jackson County's General Fund.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Housing and Booking Contract	Jackson County Sheriff's Office and Arcade	May 2010 – May 2012
Housing and Booking Contract	Jackson County Sheriff's Office and Braselton	July 2010 – July 2012
Housing and Booking Contract	Jackson County Sheriff's Office and Commerce	July 2010 – July 2012
Housing and Booking Contract	Jackson County Sheriff's Office and Hoschton	July 2010 – July 2012
Housing and Booking Contract	Jackson County Sheriff's Office and Jefferson	June 2010 – June 2012
Housing and Booking Contract	Jackson County Sheriff's Office and Maysville	July 2010 – July 2012
Housing and Booking Contract	Jackson County Sheriff's Office and Pendergrass	July 2010 – July 2012

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: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6314** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314

HOUSING AND BOOKING CONTRACT
BETWEEN
THE JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY'S WITHIN ITS POLITICAL SUBDIVISION

THIS INDENTURE MADE AND ENTERED THIS : 10 DAY OF: May 20 10 BY AND BETWEEN THE SHERIFF OF JACKSON COUNTY GEORGIA IN HIS OFFICIAL CAPACITY, HEREINAFTER " THE SHERIFF" AND THE CITY OF: ARCADE, A GEORGIA MUNICIPAL CORPORATION, HEREINAFTER "THE CITY".

WITNESSETH THAT:

WHEREAS THE SHERIFF ADMINISTERS THE JACKSON COUNTY JAIL BY VIRTUE OF HIS OFFICE AND THE CITY OPERATES A MUNICIPLE/CITY POLICE DEPARTMENT; AND THE PARTIES MUTUAL DESIRE TO DEFINE THE TERMS AND OBLIGATIONS THEY BEAR EACH OTHER FOR THE CITY'S USE OF THE JACKSON COUNTY JAIL FOR BOOKING, PROCESSING AND HOUSING THOSE DETAINED ON CHARGES PROFFERED AGAINST THEM BY THE CITY'S POLICE OR UNDER SENTENCE OF THE MUNICIPAL COURT FOR THE CITY OF ARCADE.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL BENEFITS ACCRUING TO THE PARTIES HEREUNDER, THE SHERIFF AND THE CITY DO MAKE AND ENTER THIS CONTRACT.

PARAGRAPH ONE:

- (a) THE SHERIFF WILL ACCEPT, PROCESS AND BOOK AT THE JACKSON COUNTY JAIL THOSE PERSONS LAWFULLY DETAINED BY THE CITY'S POLICE DEPARTMENT OR UNDER SENTENCE OF THE MUNICIPAL COURT OF : ARCADE, HOWEVER, THE CITY EXPRESSLY BINDS ITSELF TO THE CHARGE OF \$30 PER PERSON, PER DAY OR THE EQUIVALENT TO A DAY, IN THIS CASE BEING BOOKED INTO THE JACKSON COUNTY JAIL. THIS IN ADDITION TO ALL HEALTH CARE EXPENSE CHARGED FOR BENEFITS OF SUCH DETAINED PERSON TO THE SHERIFF WHILE SUCH PERSON'S ARE DETAINED IN THE JACKSON COUNTY JAIL, AND THE CITY WILL HOLD THE SHERIFF AND BOARD OF COMMISSIONERS OF JACKSON COUNTY GEORGIA HARMELESS FROM AND INDEMNIFY THEM AGAINST AND ALL CHARGES FOR THE BENEFITS OF THOSE PERSONS DETAINED ON THE CITY OF : ARCADE PROCESS, WARRANTS, SENTENCES OR ARRESTS, WHETHER FOR ORDINANCE VIOLATIONS OR ON STATE LAW VIOLATIONS.

- (b) HOWEVER THE FOREGOING NOTWITHSTANDING, SHOULD A STATE WARRANT ISSUED BY A MAGISTRATE OR OTHER JUDICIAL OFFICER BE OBTAINED AGAINST SUCH DETAINEE, THEN AT THAT TIME SUCH WARRANT ISSUES, THE SHERIFF OR OTHER APPROPRIATE DEPARTMENT OF THE COUNTY GOVERNMENT SHALL BECOME RESPONSIBLE FOR THE DETAINEE'S HEALTH CARE EXPENSE WHILE THE DETAINEE IS IN THE CUSTODY AND FROM THE TIME THE WARRANT ISSUES THE CITY NEED NOT REIMBURSE THE SHERIFF OR THE COUNTY FOR SUCH DETAINEES HEALTH CARE EXPENSE.
- (c) IF THE CITY OF: ARCADE 'S MUNICIPLE COURT BINDS OVER A PERSON FOR JURY TRIAL THEN SUCH DETAINEE'S HEALTH CARE EXPENSE WHILE IN CUSTODY ARE THE SOLE RESPONSIBILITY OF THE COUNTY GOVERNMENT.

PARAGRAPH TWO:

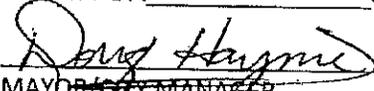
- (a) THIS CONTRACT IS SOLEY FOR THE BENEFIT OF THE SHERIFF, THE CITY AND THE GOVERNING AUTHORITY OF JACKSON COUNTY AND CREATES NO RIGHT, BENEFIT OR EXPECTANCY ON THE PART OF THE INMATE, DETAINED OR OTHER PERSONS, WHOSE MEDCIAL CARE IS GOVERNED BY THE TERMS OF STATE LAW.
- (b) THIS CONTRACT SHALL REMAIN IN FORCE AND EFFECT FOR A PEROID OF : 2 YEARS FROM ITS INCEPTION DATE, AND MAY BE RENEWED FOR AN ADDITONAL TERM BY THE PARTIES OR THEIR SUCCESSORS IN OFFICE. EITHER PARTY MAY TERMINATE THIS AGREEMENT EARLIER BY GIVING THE OTHER NOT LESS THAN (30) DAYS NOTICE OF THE TERMINATION OF THIS AGREEMENT.
- (c) THIS WRITING CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES, AND THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING, SIGNED BY THE SHERIFF AND ENACTED BY THE GOVERNING AUTHORITY OF THE CITY.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS : 10 DAY OF: May, 20 10.



 SHERIFF, JACKSON COUNTY GEORGIA

THE CITY OF: _____ GEORGIA



 MAYOR/CITY MANAGER

THE UNDERSIGNED CITY CLERK HEREBY CERTIFIES THAT THE GOVERNING AUTHORITY FOR THE CITY OF : ARCADE LAWFULLY ASSEMBLED AND ENACTED THE FOREGOING CONTRACT, SPREAD THE SAME UPON THE MINUTES OF THE MAYOR AND COUNCIL THIS : 10th DAY OF May, 20 10



 CITY CLERK, _____ GEORGIA

City of Arcade, Jefferson, GA

**HOUSING AND BOOKING CONTRACT
BETWEEN
THE JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY'S WITHIN ITS POLITICAL SUBDIVISION**

THIS INDENTURE MADE AND ENTERED THIS: 22nd DAY OF: JUNE 20 10 BY AND BETWEEN THE SHERIFF OF JACKSON COUNTY GEORGIA IN HIS OFFICIAL CAPACITY, HEREINAFTER "THE SHERIFF" AND THE CITY OF: JEFFERSON, A GEORGIA MUNICIPAL CORPORATION, HEREINAFTER "THE CITY".

WITNESSETH THAT:

WHEREAS THE SHERIFF ADMINISTERS THE JACKSON COUNTY JAIL BY VIRTUE OF HIS OFFICE AND THE CITY OPERATES A MUNICIPLE/CITY POLICE DEPARTMENT; AND THE PARTIES MUTUAL DESIRE TO DEFINE THE TERMS AND OBLIGATIONS THEY BEAR EACH OTHER FOR THE CITY'S USE OF THE JACKSON COUNTY JAIL FOR BOOKING, PROCESSING AND HOUSING THOSE DETAINED ON CHARGES PROFFERED AGAINST THEM BY THE CITY'S POLICE OR UNDER SENTENCE OF THE MUNICIPAL COURT FOR THE CITY OF JEFFERSON.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL BENEFITS ACCRUING TO THE PARTIES HEREUNDER, THE SHERIFF AND THE CITY DO MAKE AND ENTER THIS CONTRACT.

PARAGRAPH ONE:

- (a) THE SHERIFF WILL ACCEPT, PROCESS AND BOOK AT THE JACKSON COUNTY JAIL THOSE PERSONS LAWFULLY DETAINED BY THE CITY'S POLICE DEPARTMENT OR UNDER SENTENCE OF THE MUNICIPAL COURT OF: JEFFERSON, HOWEVER, THE CITY EXPRESSLY BINDS ITSELF TO THE CHARGE OF \$30 PER PERSON, PER DAY OR THE EQUIVALENT TO A DAY, IN THIS CASE BEING BOOKED INTO THE JACKSON COUNTY JAIL. THIS IN ADDITION TO ALL HEALTH CARE EXPENSE CHARGED FOR BENEFITS OF SUCH DETAINED PERSON TO THE SHERIFF WHILE SUCH PERSON'S ARE DETAINED IN THE JACKSON COUNTY JAIL, AND THE CITY WILL HOLD THE SHERIFF AND BOARD OF COMMISSIONERS OF JACKSON COUNTY GEORGIA HARMELESS FROM AND INDEMNIFY THEM AGAINST AND ALL CHARGES FOR THE BENEFITS OF THOSE PERSONS DETAINED ON THE CITY OF: JEFFERSON PROCESS, WARRANTS, SENTENCES OR ARRESTS, WHETHER FOR ORDINANCE VIOLATIONS OR ON STATE LAW VIOLATIONS.

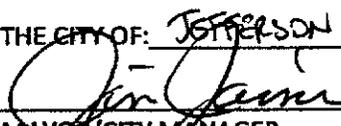
- (b) HOWEVER THE FOREGOING NOTWITHSTANDING, SHOULD A STATE WARRANT ISSUED BY A MAGISTRATE OR OTHER JUDICIAL OFFICER BE OBTAINED AGAINST SUCH DETAINEE, THEN AT THAT TIME SUCH WARRANT ISSUES, THE SHERIFF OR OTHER APPROPRIATE DEPARTMENT OF THE COUNTY GOVERNMENT SHALL BECOME RESPONSIBLE FOR THE DETAINEE'S HEALTH CARE EXPENSE WHILE THE DETAINEE IS IN THE CUSTODY AND FROM THE TIME THE WARRANT ISSUES THE CITY NEED NOT REIMBURSE THE SHERIFF OR THE COUNTY FOR SUCH DETAINEES HEALTH CARE EXPENSE.
- (c) IF THE CITY OF: JEFFERSON 'S MUNICIPLE COURT BINDS OVER A PERSON FOR JURY TRIAL THEN SUCH DETAINEE'S HEALTH CARE EXPENSE WHILE IN CUSTODY ARE THE SOLE RESPONSIBILITY OF THE COUNTY GOVERNMENT.

PARAGRAPH TWO:

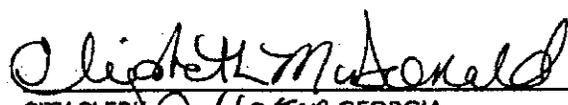
- (a) THIS CONTRACT IS SOLEY FOR THE BENEFIT OF THE SHERIFF, THE CITY AND THE GOVERNING AUTHORITY OF JACKSON COUNTY AND CREATES NO RIGHT, BENEFIT OR EXPECTANCY ON THE PART OF THE INMATE, DETAINED OR OTHER PERSONS, WHOSE MEDCIAL CARE IS GOVERNED BY THE TERMS OF STATE LAW.
- (b) THIS CONTRACT SHALL REMAIN IN FORCE AND EFFECT FOR A PEROID OF : 2 YEARS FROM ITS INCEPTION DATE, AND MAY BE RENEWED FOR AN ADDITONAL TERM BY THE PARTIES OR THEIR SUCCESSORS IN OFFICE. EITHER PARTY MAY TERMINATE THIS AGREEMENT EARLIER BY GIVING THE OTHER NOT LESS THAN (30) DAYS NOTICE OF THE TERMINATION OF THIS AGREEMENT.
- (c) THIS WRITING CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES, AND THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING, SIGNED BY THE SHERIFF AND ENACTED BY THE GOVERNING AUTHORITY OF THE CITY.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS : 22nd DAY OF: JUNE , 20 10 .


SHERIFF, JACKSON COUNTY GEORGIA

THE CITY OF: JEFFERSON GEORGIA

MAYOR/CITY MANAGER

THE UNDERSIGNED CITY CLERK HEREBY CERTIFIES THAT THE GOVERNING AUTHORITY FOR THE CITY OF : JEFFERSON LAWFULLY ASSEMBLED AND ENACTED THE FOREGOING CONTRACT, SPREAD THE SAME UPON THE MINUTES OF THE MAYOR AND COUNCIL THIS : 22 DAY OF JUNE , 20 10 .


CITY CLERK Jefferson GEORGIA



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Land Use 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.):

Jackson County, City of Arcade, Town of Braselton, City of Commerce, City of Hoschton, City of Jefferson, City of Maysville, City of Nicholson, City of Pendergrass, and City of Talmo

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	User Fees
Arcade	User Fees, General Fund, Grants
Braselton	User Fees, General Fund, Grants
Commerce	User Fees, General Fund, Grants
Hoschton	User Fees, General Fund, Grants
Jefferson	User Fees, General Fund, Grants
Maysville	User Fees, General Fund, Grants
Nicholson	User Fees, General Fund, Grants

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

The Jefferson/Talmo Planning and Development Commission administers the Land Use Planning for the cities of Jefferson and Talmo.

The cities of Arcade, Braselton, Commerce, Hoschton, Nicholson, Maysville, and Pendergrass provide Land Use Planning within their municipal limits.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	City of Jefferson and City of Talmo	8/28/2002 - 08/27/2052
Relating to Creation of the		
Jefferson/Talmo Planning and		
Development Commission		

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: **Ericka Johnson, Deputy Clerk**

Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:

DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

David A. Clabo
City Manager

renda J. Duncan
City Clerk - Treasurer



Jim Joiner
Mayor

Councilmembers:
Randall "Bosie" Griffith
C.D. Kidd, III
Steve Kinney
Marcia Moon
Philip Thompson

INTERGOVERNMENTAL AGREEMENT RELATING TO THE CREATION OF THE QUAD CITIES PLANNING COMMISSION

WHEREAS, it is the desire of the Cities of Arcade, Jefferson, Pendergrass, and Talmo to adopt, in all respects, the creation of the Quad Cities Planning Commission relating to planning, building, zoning, land use, and subdivisions.

WHEREAS, the adoption of this agreement is done to facilitate proper activities by the City of Jefferson Planning and Development Department, relating to planning, building, zoning, land use, soil erosion control and subdivisions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITIES OF ARCADE, JEFFERSON, PENDERGRASS AND TALMO

1. That there shall be created the Quad Cities Planning Commission in and for the Cities of Arcade, Jefferson, Pendergrass and Talmo, Georgia, in order to guide and accomplish a coordinated and harmonious development of the municipalities which will, in accordance with existing and future needs, best promote the public health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development within the municipalities and which shall be responsible for reviewing all requests for permits in regard to building, zoning, land use, soil erosion control and subdivisions.

2. Further, that the Cities will fund this venture by population cost or profit sharing. The U.S. Census Bureau figures for 2000 are shown below:

Jefferson	3,825	representing 60%	64%	90%
Arcade	1,643	representing 26%	28%	
Pendergrass	431	representing 7%	8%	10%
Talmo	477	representing 7%		

3. The Quad Cities Planning Commission shall be comprised of seven members and the representation of each city shall be based on population figures from the 2000 U.S. Census:

The City of Jefferson shall appoint three citizens, the City of Arcade shall appoint two citizens, the City of Pendergrass shall appoint one citizen, and the



City of Talmo shall appoint one citizen to complete the Quad Cities Planning Commission.

The term of each of the members shall be for three years, as established by each city as follows:

Arcade - The term of the members shall be for staggered terms of three (3) years, provided that one member shall initially be appointed for one year and one member shall initially be appointed for three years, and that thereafter each member shall be appointed for a three year term.

Jefferson - The term of the members shall be for staggered terms of three (3) years, provided that one member shall initially be appointed for one year, one member shall initially be appointed for two years and one member shall initially be appointed for three years, and that thereafter each member shall be appointed for a three year term.

Pendergrass - The term of the member shall be for three years, provided that the first appointed member shall serve a term of two years, and that thereafter the member shall be appointed for a three year term.

Talmo - The term of the member shall be for three years initially and thereafter.

Any vacancy in membership shall be filled by each city council, and further, each council shall have the authority to remove any member for cause. All members shall serve with compensation and may be reimbursed for actual expenses incurred in connection with their official duties.

4. The Quad Cities Planning Commission shall establish its own by-laws and procedures and each city shall have the opportunity to approve the by-laws and procedures before they become effective.
5. The City of Jefferson Office of Planning and Development shall act as the planning, zoning review and enforcement agency for the Quad Cities Planning Commission. All cost of the commission shall be paid from the fees received for all permits and for planning and development. If these fees are insufficient to pay for the cost of the operation of the office, each agree to contribute a proportionate amount based upon the population figures above stated. The City of Jefferson shall be the fiscal agent for the Quad Cities Planning Commission and shall bill each city quarterly for its share of the operational cost. Should there be excess funds collected from the fees after all expenses are paid, any excess will be held for the next year's expenditures.

6. Each city agrees to adopt the necessary ordinances, codes and maps to insure the legality of operation of the Quad Cities Planning Commission.
7. This Agreement shall be effective for 50 years.

ENTERED INTO this 28th day of August, 2002.

City of Arcade

By Doug Hayden

Attest David H. Clabo

City of Jefferson

By Jim Jarrin

Attest David H. Clabo

City of Pendergrass

By Wesley Folbert

Attest David H. Clabo

City of Talmo

By Lee Ward

Attest David H. Clabo

David A. Clabo
City Manager

Brenda J. Duncan
City Clerk - Treasurer



Jim Joiner
Mayor

Councilmembers:
Randall "Bosie" Griffith
C.D. Kidd, III
Steve Kinney
Marcia Moon
Philip Thompson

A RESOLUTION TO ESTABLISH A MUNICIPAL PLANNING COMMISSION

A Resolution to provide for the Quad Cities Planning Commission and to repeal all Ordinances in Conflict Herewith.

Be it ordained by the City Council of the City of Jefferson, Georgia, in conjunction with the City Councils of the City of Arcade, the City of Pendergrass, and the City of Talmo, in order to guide and accomplish a coordinated and harmonious development of the municipality which will, in accordance with existing and future needs, best promote the public health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, that the Quad Cities Planning Commission, hereinafter referred to as the Planning Commission, is hereby created and established as authorized by the City Charter and Georgia Law.

Section 1. Membership. The Planning Commission shall consist of seven (7) members, three (3) members shall be appointed by the Jefferson mayor and council and who shall be residents of the city. The term of the members shall be for staggered terms of three (3) years, provided that one member shall initially be appointed for one year, one member shall initially be appointed for two years and one member shall initially be appointed for three years, and that thereafter each member shall be appointed for a three year term. Any vacancy in membership shall be filled for the unexpired term by the Council, which shall have the authority to remove any member for cause. All members shall serve with compensation. The amount of compensation for each City's representative shall be approved by the individual City Council.

Section 2. Organization: rules: meetings: records public. The Planning Commission shall elect its chairman from among its members. The term of the chairman shall be one (1) year, with eligibility for re-election. The Planning Commission shall appoint a secretary, who may be an officer or employee of the city. The Planning Commission shall make its own rules of procedure and determine its time of meeting. All meetings of the Planning Commission at which official action is taken shall be open to the public and all records of the Planning Commission shall be a public record.

Section 3. Staff: services: expenditure limitations. The Planning Commission may request from the City Council such employees and staff as it may deem necessary for its work, and may suggest contracts with consultants for such services as it may require. However, no contract calling for the expenditure of any funds shall be entered into by the commission without the express consent of the City Council. The Planning Commission

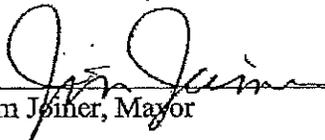


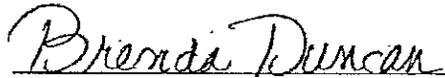
shall in no event incur any liability that will exceed the amounts appropriated for that purpose by the city.

Section 4. Powers and duties. When the Planning Commission shall have organized and selected its officers and shall have adopted its rules of procedure, it shall have all the powers, duties and responsibilities set forth in the zoning ordinance for the City of Jefferson, the City Charter, the City Code or as otherwise provided by law.

Section 5. Be it further ordained, that all ordinances in conflict herewith are hereby repealed.

So ordained this 26 day of August 2002.


Jim Joiner, Mayor


Brenda Duncan, City Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON 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.): **Jackson County, Arcade, Braselton, Commerce, Jefferson, Maysville, and Pendergrass**

- 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, Fines, Forfeitures, Grants, User Fees
Arcade	General Fund, Fines, Forfeitures, Grants, User Fees
Braselton	General Fund, Fines, Forfeitures, Grants, Impact Fees, Bonds, User Fees
Commerce	General Fund, Fines, Forfeitures, Grants, User Fees
Jefferson	General Fund, Fines, Forfeitures, Grants, Bonds, User Fees
Maysville	General Fund, Fines, Forfeitures, Grants, User Fees
Pendergrass	General Fund, Fines, Forfeitures, Grants, User Fees

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

The cities of Arcade, Braselton, Commerce, Jefferson, Maysville and Pendergrass provide Law Enforcement services within their respective municipal boundaries.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Mutual Aid Agreement	Jackson 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: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 005/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314

ORIGINAL

**MUTUAL AID AGREEMENT
BETWEEN
JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY WITHIN THE IT'S POLITICAL SUBDIVISION'S**

THIS AGREEMENT, made and entered into this 10th day of February, 2007/3
by and between Jackson County Sheriff's Office, Jackson, County, Georgia, hereinafter referred
to as the County and City of Commerce, Jackson County, Georgia, hereinafter referred
to as the municipality.

WITNESSETH

Whereas, the Parties desire to implement Official Code Of Georgia 36-69-1 Known as
"Georgia Mutual Aid Act" relating to a county wide Public Safety Mutual Aid plan; and

Whereas, the municipality's boundaries are contiguous to the county; and

Whereas, the parties desire to ensure that all of it's citizens receive emergency service
in the time of need;

NOW, THEREFORE, IT IS AGREED among the parties as follows:

1) "Local Emergency" hereinafter referred to as existence of extreme peril to the safety
of persons and property within the territorial limits of a political subdivision, the county, caused
by natural disasters, riots, civil disturbances, or other situations presenting major law
enforcement and other public safety problems, which conditions are or likely to be beyond the
control of the services, personnel, equipment, and facilities of that political subdivision of the
state and which require the combined forces of other political subdivisions of the state?

2) All request for assistance shall be directed to the agencies shift Sergeant or the shift
supervising officer on duty at the time of the request.

3) All request must be made by each agencies senior supervisor on duty at the time of
the request.

4) After the call for assistance, the other agencies supervisor shall make the
immediate decision as to the needs of the requesting agency, based on the availability of
personnel or equipment at the time of the request.

5) After the supervisor authorizes the call for assistance, that agency's personnel will
have the same powers, duties, rights, privileges, and immunities as if they were performing their
duties in the political subdivision in which they are employed.

6) There will be no reimbursement between the parties for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity for physical injury suffered by an officer(s) or employees of the responding party arising out of performance of this agreement.

7) This agreement will be in effect until its termination in writing by either party transmitted to the other party by certified mail, return receipt requested.

8) This agreement will go into effect immediately upon the signature of the parties.

APPROVED this 10th day of February, 2003.

Charles L. Harchy, Jr.
Mayor

APPROVED this 3rd day of FEBRUARY, 2003

John W. Larson
Chief Of Police

APPROVED this 3rd day of February, 2003

[Signature]
Sheriff

APPROVED this 26 day of February, 2003

**MUTUAL AID AGREEMENT
BETWEEN
JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY WITHIN THE IT'S POLITICAL SUBDIVISION'S**

THIS AGREEMENT, made and entered into this _____ day of _____, 2002
by and between Jackson County Sheriff's Office, Jackson, County, Georgia, hereinafter referred
to as the County and City of Hoschton, Jackson County, Georgia, hereinafter referred
to as the municipality.

WITNESSETH

Whereas, the Parties desire to implement Official Code Of Georgia 36-69-1 Known as
"Georgia Mutual Aid Act" relating to a county wide Public Safety Mutual Aid plan; and

Whereas, the municipality's boundaries are contiguous to the county; and

Whereas, the parties desire to ensure that all of it's citizens receive emergency service
in the time of need;

NOW, THEREFORE, IT IS AGREED among the parties as follows:

1) "Local Emergency" hereinafter referred to as existence of extreme peril to the safety
of persons and property within the territorial limits of a political subdivision, the county, caused
by natural disasters, riots, civil disturbances, or other situations presenting major law
enforcement and other public safety problems, which conditions are or likely to be beyond the
control of the services, personnel, equipment, and facilities of that political subdivision of the
state and which require the combined forces of other political subdivisions of the state?

2) All request for assistance shall be directed to the agencies shift Sergeant or the shift
supervising officer on duty at the time of the request.

3) All request must be made by each agencies senior supervisor on duty at the time of
the request.

4) After the call for assistance, the other agencies supervisor shall make the
immediate decision as to the needs of the requesting agency, based on the availability of
personnel or equipment at the time of the request.

5) After the supervisor authorizes the call for assistance, that agency's personnel will
have the same powers, duties, rights, privileges, and immunities as if they were performing their
duties in the political subdivision in which they are employed.

6) There will be no reimbursement between the parties for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity for physical injury suffered by an officer(s) or employees of the responding party arising out of performance of this agreement.

7) This agreement will be in effect until its termination in writing by either party transmitted to the other party by certified mail, return receipt requested.

8) This agreement will go into effect immediately upon the signature of the parties.

APPROVED this 7 day of April, 2003

Billy M. Holler
Mayor

APPROVED this 12 day of FEBRUARY, ~~2002~~ 2003

[Signature]
Chief Of Police

APPROVED this 12 day of February, 2002

[Signature]
Sheriff

APPROVED this _____ day of _____, 2002

**MUTUAL AID AGREEMENT
BETWEEN
JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY WITHIN THE IT'S POLITICAL SUBDIVISION'S**

THIS AGREEMENT, made and entered into this 21 day of May, 2003
by and between Jackson County Sheriff's Office, Jackson, County, Georgia, hereinafter referred
to as the County and City of Jefferson, Jackson County, Georgia, hereinafter referred
to as the municipality.

WITNESSETH

Whereas, the Parties desire to implement Official Code Of Georgia 36-69-1 Known as
"Georgia Mutual Aid Act" relating to a county wide Public Safety Mutual Aid plan; and

Whereas, the municipality's boundaries are contiguous to the county; and

Whereas, the parties desire to ensure that all of it's citizens receive emergency service
in the time of need;

NOW, THEREFORE, IT IS AGREED among the parties as follows:

1) "Local Emergency" hereinafter referred to as existence of extreme peril to the safety
of persons and property within the territorial limits of a political subdivision, the county, caused
by natural disasters, riots, civil disturbances, or other situations presenting major law
enforcement and other public safety problems, which conditions are or likely to be beyond the
control of the services, personnel, equipment, and facilities of that political subdivision of the
state and which require the combined forces of other political subdivisions of the state?

2) All request for assistance shall be directed to the agencies shift Sergeant or the shift
supervising officer on duty at the time of the request.

3) All request must be made by each agencies senior supervisor on duty at the time of
the request.

4) After the call for assistance, the other agencies supervisor shall make the
immediate decision as to the needs of the requesting agency, based on the availability of
personnel or equipment at the time of the request.

5) After the supervisor authorizes the call for assistance, that agency's personnel will
have the same powers, duties, rights, privileges, and immunities as if they were performing their
duties in the political subdivision in which they are employed.

6) There will be no reimbursement between the parties for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity for physical injury suffered by an officer(s) or employees of the responding party arising out of performance of this agreement.

7) This agreement will be in effect until its termination in writing by either party transmitted to the other party by certified mail, return receipt requested.

8) This agreement will go into effect immediately upon the signature of the parties.

APPROVED this 21 day of May, 2003



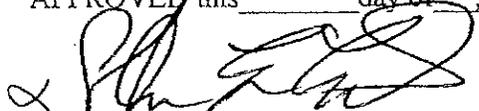
Mayor

APPROVED this 21 day of May, 2003



Chief Of Police

APPROVED this _____ day of _____, 2003



Sheriff

APPROVED this 9 day of June, 2003

**MUTUAL AID AGREEMENT
BETWEEN
JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY WITHIN THE IT'S POLITICAL SUBDIVISION'S**

THIS AGREEMENT, made and entered into this 09 day of September, 200203 by and between Jackson County Sheriff's Office, Jackson, County, Georgia, hereinafter referred to as the County and City of MAYSVILLE, Jackson County, Georgia, hereinafter referred to as the municipality.

WITNESSETH

Whereas, the Parties desire to implement Official Code Of Georgia 36-69-1 Known as "Georgia Mutual Aid Act" relating to a county wide Public Safety Mutual Aid plan; and

Whereas, the municipality's boundaries are contiguous to the county; and

Whereas, the parties desire to ensure that all of it's citizens receive emergency service in the time of need;

NOW, THEREFORE, IT IS AGREED among the parties as follows:

1) "Local Emergency" hereinafter referred to as existence of extreme peril to the safety of persons and property within the territorial limits of a political subdivision, the county, caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state?

2) All request for assistance shall be directed to the agencies shift Sergeant or the shift supervising officer on duty at the time of the request.

3) All request must be made by each agencies senior supervisor on duty at the time of the request.

4) After the call for assistance, the other agencies supervisor shall make the immediate decision as to the needs of the requesting agency, based on the availability of personnel or equipment at the time of the request.

5) After the supervisor authorizes the call for assistance, that agency's personnel will have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are employed.

6) There will be no reimbursement between the parties for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity for physical injury suffered by an officer(s) or employees of the responding party arising out of performance of this agreement.

7) This agreement will be in effect until its termination in writing by either party transmitted to the other party by certified mail, return receipt requested.

8) This agreement will go into effect immediately upon the signature of the parties.

APPROVED this 29 day of Aug., 2003.

Richard Presley
Mayor

APPROVED this 28 day of Aug, 2003

Patrick Armour
Chief Of Police

APPROVED this 28 day of Aug, 2003

[Signature]
Sheriff

APPROVED this 28 day of August, 2003

**MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF PENDERGRASS, GEORGIA
AND
JACKSON COUNTY, GEORGIA**

THIS AGREEMENT, made and entered into this 7 day of JANUARY, 2003, by and between Jackson County, Georgia hereinafter referred to as the county, and the City of Pendergrass, Jackson County, Georgia, hereinafter referred to as the municipality.

WITNESSETH

WHEREAS, the parties desire to implement Official Code of Georgia 46-5-1230 et seq., relating to a countywide Emergency 911 system plan; and

WHEREAS, the municipality's boundaries are contiguous to the county; and

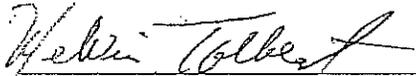
WHEREAS, the parties desire to ensure that all of its citizens receive emergency service in time of need;

NOW, THEREFORE, IT IS AGREED among the parties as follows:

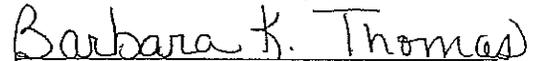
- (1) The county's Emergency 911 Answering Center, hereinafter referred to as the Public Safety Answering Point (PSAP), receives emergency phone calls relating to public safety.
- (2) The parties recognize there is a possibility that a call relating to public safety may be inadvertently directed from the PSAP to an agency not within the geographical boundary of the caller, but to the other party's agency.
- (3) To ensure the caller receives the fastest possible response time, the parties agree to respond to a call after it is dispatched even though it may mean crossing jurisdictional boundaries.
- (4) The misdirected call may be re-routed for dispatch to the proper jurisdictional agency if it is determined by the PSAP that redirection will not increase response time.

- (5) No party to this agreement will charge the other party for rendering service in the other party's jurisdictional area.
- (6) There will be no reimbursement between parties for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity for physical injury suffered by officers or employees of the responding party arising out of performance of this agreement.
- (7) This agreement will be in effect until its termination in writing by either party transmitted to the other party by certified mail, return receipt requested.
- (8) This agreement will go into effect immediately upon the signature of all of the parties.

APPROVED this 7 day of January, 2003.



Mayor, City of Pendergrass



Clerk, City of Pendergrass

APPROVED this 7 day of January, 2003.



Chairman, Jackson County BOC



911 Director, Jackson County, GA

**MUTUAL AID AGREEMENT
BETWEEN
JACKSON COUNTY SHERIFF'S OFFICE
AND
THE MUNICIPALITY WITHIN THE IT'S POLITICAL SUBDIVISION'S**

THIS AGREEMENT, made and entered into this 14th day of June, 2010 by and between Jackson County Sheriff's Office, Jackson, County, Georgia, hereinafter referred to as the County and City of Graselton, Jackson County, Georgia, hereinafter referred to as the municipality.

WITNESSETH

Whereas, the Parties desire to implement Official Code Of Georgia 36-69-1 Known as "Georgia Mutual Aid Act" relating to a county wide Public Safety Mutual Aid plan; and

Whereas, the municipality's boundaries are contiguous to the county; and

Whereas, the parties desire to ensure that all of it's citizens receive emergency service in the time of need;

NOW, THEREFORE, IT IS AGREED among the parties as follows:

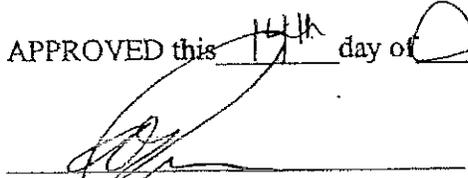
- 1) "Local Emergency" hereinafter referred to as existence of extreme peril to the safety of persons and property within the territorial limits of a political subdivision, the county, caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state?
- 2) All request for assistance shall be directed to the agencies shift Sergeant or the shift supervising officer on duty at the time of the request.
- 3) All request must be made by each agencies senior supervisor on duty at the time of the request.
- 4) After the call for assistance, the other agencies supervisor shall make the immediate decision as to the needs of the requesting agency, based on the availability of personnel or equipment at the time of the request.
- 5) After the supervisor authorizes the call for assistance, that agency's personnel will have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are employed.

6) There will be no reimbursement between the parties for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity for physical injury suffered by an officer(s) or employees of the responding party arising out of performance of this agreement.

7) This agreement will be in effect until its termination in writing by either party transmitted to the other party by certified mail, return receipt requested.

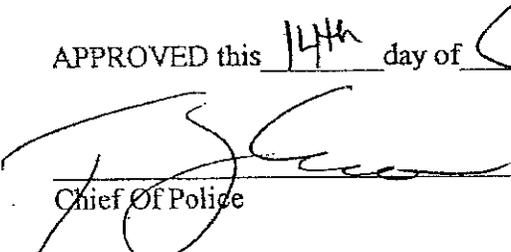
8) This agreement will go into effect immediately upon the signature of the parties.

APPROVED this 14th day of June, 2010



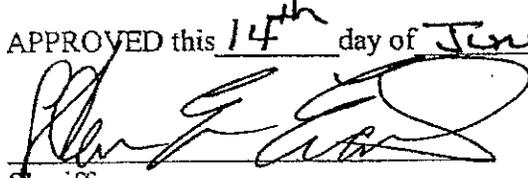
Mayor

APPROVED this 14th day of June, 2010



Chief Of Police

APPROVED this 14th day of June, 2010



Sheriff

APPROVED this 15 day of June, 2010



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Libraries

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.): **Jackson County, Commerce, Braselton, Jefferson, Maysville, Nicholson, Pendergrass, Talmo,**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund
Commerce	General Fund, Grants, and SPLOST
Braselton	General Fund, Impact Fees, Grants, User Fees, and Fines
Jefferson	General Fund, Grants, and SPLOST
Maysville	General Fund, Grants
Nicholson	General Fund, Grants, and SPLOST
Pendergrass	General Fund, Grants
Talmo	General Fund, Grants, and SPLOST

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

The Piedmont Regional Library System serves Banks, Barrow and Jackson Counties. All of the Jackson County Libraries are affiliated with the regional system. Braselton, Commerce, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo have full-service libraries. Braselton, Commerce, Jefferson, Maysville, Nicholson, Pendergrass and Talmo each own their library facilities and provide paid and volunteer staff for their respective libraries. Hoschton contributes money to the Piedmont Regional System.

The Piedmont Regional Library System provides support services (i.e. acquisition, distribution, cataloging and processing of books) to each of the libraries located in Jackson County. The Piedmont Regional Library System receives funding from the State of Georgia, each of the participating cities, and county government. The Jackson County Library Board formulates the funding levels for distribution to each library within the county.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Occupational Tax*

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.): **Jackson County and Municipalities**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund
Municipalities	General Fund

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

Each person engaged in any business, trade, profession, or occupation in the incorporated and unincorporated portions of Jackson County, whether with a location in Jackson County, or in the case of an out-of-state business with no location in Georgia, exerting substantial efforts within the state as set out in O.C.G.A § 48-13-7, shall pay an occupation tax for said business, trade, profession, or occupation; which tax and any applicable registration shall be displayed in a conspicuous place in the place of business, if the taxpayer has a permanent business location in Jackson County, Georgia. If the taxpayer has no permanent business location in Jackson County such business tax registration shall be shown to any authorized law enforcement officer upon request or person authorized by the court.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Parks and 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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Pendergrass, and Talmo**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, User Fees, Rental Fees, Grants, SPLOST
Arcade	General Fund, User Fees, Rental Fees, Grants, SPLOST
Braselton	General Fund, User Fees, Rental Fees, Grants, SPLOST, Impact Fees, Bonds Hotel/Motel Tax
Commerce	General Fund, User Fees, Rental Fees, Grants, SPLOST
Hoschton	General Fund, User Fees, Rental Fees, Grants, SPLOST
Jefferson	General Fund, User Fees, Rental Fees, Grants, SPLOST, Bonds, Impact Fees
Nicholson	General Fund, User Fees, SPLOST
Pendergrass	General Fund, SPLOST
Talmo	General Fund, SPLOST

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

Jackson County offers a range of recreational services that is available to all county residents. The county's full time recreational department maintains six (6) facilities: the Hurricane Shoals Parks, Lamar Murphy Park, Sell's Mill Park and West Jackson Park, East Jackson Park, and Hoschton Park. The Jackson County Parks and Recreation department also utilizes the Jackson County Schools.

The City of Arcade has a park and ball field which the city maintains for city residents. The Town of Braselton has parks and tennis courts. Neither Arcade nor Braselton currently have any organized recreational activities or park/ recreation activities or facilities.

The City of Pendergrass has a park and playground which the City maintains for city residents.

There are two (2) recreational facilities within the City of Hoschton and all organized activities at the leased property are coordinated by the Jackson County Parks and Recreation Department.

The Cities of Commerce and Jefferson are the only municipalities in Jackson County that operate and maintain a certified recreation department that provides several park and recreational facilities within their city limits.

The Commerce Recreation Department and Jefferson Recreation Department cooperate with the Commerce and Jefferson School System for joint use of many recreational facilities.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:

DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Property Tax Assessment*

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

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

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

Jackson County provides tax assessment services to unincorporated and incorporated property owners.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Property Tax 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.): **Jackson County and Maysville**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund
Maysville	General Fund

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

The City of Maysville provides municipal tax collection services within their incorporated municipal boundaries.

Jackson County collects property taxes for the other unincorporated and incorporated areas. The county receives an administrative fee for the collection of municipal taxes.

Other tax districts include Fire Districts, School Districts, Tax Allocation Districts, and Downtown Development Authorities.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	City of Commerce & Jackson Co. Tax Commissioner	As currently on file
Intergovernmental Agreement	City of Jefferson & Jackson Co. Tax Commissioner	As currently on file
Intergovernmental Agreement	City of Pendergrass & Jackson Co. Tax Commissioner	As currently on file

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: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

Georgia, Jackson County.

THIS AGREEMENT made and entered into this 20th day of September, 2004, by and between **Jackson County, Georgia**, by and through its Board of Commissioners, herein "County" and the **City of Commerce, Georgia**, by and through its Mayor and Council, herein "City", and **Donald Elrod**, in his capacity as Tax Commissioner of Jackson County, Georgia, herein "Tax Commissioner".

WITNESSETH:

WHEREAS, the General Assembly of the State of Georgia enacted O.C.G.A. §48-5-359.1(a), providing as follows: that any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality to the County, which amount will substantially approximate the cost to the County providing the service to the municipality. Notwithstanding the provision of any other law, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; the City desires to enter into a contract with the Tax Commissioner for the purpose of overseeing the collection of tax monies on behalf of the City of Commerce; and

WHEREAS, the City desires to enter into a contract with the County for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Jackson County currently collects all County taxes from residents of Jackson County who are also residents of the City of Commerce, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, the entering into this Agreement would allow taxpayers to deal with only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this Agreement would eliminate the confusion of City taxpayers as to which office each payment (for City and County taxes) must be remitted; and

WHEREAS, entering into this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing said staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City to the County for such services by the Tax Commissioner will substantially approximate the cost to the County to provide such services;

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County, the Tax Commissioner and the City agree as follows:

1.

The County, through the Office of the Tax Commissioner, shall;

- A. Bill for and collect all City property taxes levied by the City.
- B. The County shall prepare the tax digest for the City.
- C. The County shall invoke any remedy allowed to the City in collection of City taxes.
- D. In the event a taxpayer is in bankruptcy, the County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.
- E. The County shall prepare and timely submit to the City the following reports:
 - 1. To Be Furnished Annually:
 - a) Preliminary tax digest totals;
 - b) Consolidation sheet;
 - c) Tax digest. This cost will be \$200.00 for the printer.
 - 2. To Be Furnished Monthly:
 - a) List of tax collections by name, with the parcel number noted;
 - b) Amount of taxes collected;
 - c) Amount of delinquent taxes, breakdown of interest and penalty collected by County.

2.

Beginning with the 2004 tax year, the Tax Commissioner shall prepare the tax digest for the City, based upon the millage rate as fixed and determined by the governing body of the City, levy, assess and collect all taxes for the City in the same manner as taxes for Jackson County are levied, assessed and collected, apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes, account for collection, oversee all City tax collection, billing delinquent collections and all other matters regarding the collection of City taxes and perform such supervisory duties as required in connection with Paragraph 1 above regarding the collection of City taxes. The Tax Commissioner shall not be responsible for collecting any taxes for the City prior to those declared for the 2004 tax year.

3.

The City shall pay to the County the sum of Fifty Cents for each parcel of real estate or a bill of personalty for which a tax bill is issued. In consideration of the above and the duties and supervisory obligations of the Tax Commissioner, the City shall pay to the Tax Commissioner the sum of One Dollar for each parcel of real estate or a bill of personalty for which a tax bill is issued by the Tax Commissioner.

4.

All payments required by the above paragraph shall be paid by the City directly to the County and to the Tax Commissioner or before October 20, 2004, for the purpose of collecting 2004 City taxes and on said date of each

successive year in which the contract remains in force.

5.

The Tax Commissioner shall deliver a check for collected taxes to the City Clerk by the tenth (10th) day of the month following collection and shall not hold City taxes. In the event the County holds City tax money past the above outlined date the County shall remit to the City the amount of interest earned by the County on said withheld monies.

6.

The City will furnish all information and documentation necessary for the County to provide the above-referenced services.

7.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf of the City beginning with the 2004 tax digest. The Tax Commissioner's office shall pursue collection of delinquent taxes on behalf of the City and County equally and all collection expenses whether incurred by the County or collected from the delinquent taxpayer shall be retained by or be paid to the County, including penalties and late fees.

8.

The County shall provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit or for other good and sufficient cause as determined by the reasonable judgment of the City.

9.

This Agreement shall commence on October 20, 2004, and shall terminate on October 20, 2005 ; however, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement prior to May 1, 2005, or May 1 of any subsequent year in which this Agreement is in effect. Such written notice shall be mailed, certified mail, return receipt requested, to the following:

If to County: Chairman
 Jackson County Board of Commissioners
 67 Athens Street
 Jefferson, GA 30549

With copy to: Jackson County Tax Commissioner
 PO Box 247
 Jefferson, GA 30549

And if to City: City Manager
 City of Commerce
 PO Box 348
 Commerce GA 30529

10.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

11.

In the event any provision or portion of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

12.

On and after the date of this Agreement, both parties shall at the request of the other make, execute and deliver or obtain delivery of all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

13.

Time is and shall be of the essence of this Agreement.

14.

The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

15.

This Agreement shall be binding upon the parties hereto and their successors in office.

JACKSON COUNTY BOARD OF
COMMISSIONERS

By: Harold Fletcher
Harold Fletcher, Chairman

Attest: Al Crace
Al Crace, County Manager

(County Seal)

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF COMMERCE, GEORGIA

Attest: Shirley Willis
Shirley Willis, City Clerk

(City Seal)

By: Charles L. Hardy, Jr.
Charles L. Hardy, Jr., Mayor

JACKSON COUNTY TAX COMMISSIONER
Don Elrod
Don Elrod, Jackson County, Tax Commissioner

Georgia, Jackson County.

THIS AGREEMENT made and entered into this 13th day of July, 2007, by and between Jackson County, Georgia, by and through its Board of Commissioners, herein "County" and the City of Jefferson, Georgia, by and through its Mayor and Council, herein "City", and Donald Elrod, in his capacity as Tax Commissioner of Jackson County, Georgia, Herein "Tax Commissioner".

WITNESSETH:

WHEREAS, the General Assembly of the State of Georgia enacted O.C.G.A. §48-5-359.1 (a), providing as follows: that any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality of the County, which amount will substantially approximate the cost to the County providing the service to the municipality. Notwithstanding the provision of any other law, the Tax Commissioner is authorized to contact for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; the City desires to enter into a contract with the Tax Commissioner for the purpose of overseeing the collection of tax monies on behalf of the City of Jefferson; and

WHEREAS, the City desires to enter into a contract with the County for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Jackson County currently collects all County taxes from residents of Jackson County who are also residents of the City of Jefferson, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, the entering in to this Agreement would allow tax payers to deal with only one governmental body in regard to questions concerning taxes as well as payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this Agreement would eliminate the confusion of City Taxpayers as to which office each payment (for City and County Taxes) must be remitted; and

WHEREAS, entering into this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing said staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City to the County for such services by the Tax Commissioner will substantially approximate the cost to the County to provide such services;

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County, the Tax Commissioner and the City agree as follows:

1.

The County, through the Office of the Tax Commissioner, shall;

- A. Bill for and collect all City property taxes levied by the City.
- B. The County shall prepare the tax digest for the City.
- C. The County shall invoke any remedy allowed to the City in collection of City taxes.
- D. In the event a taxpayer is in bankruptcy, the County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.
- E. The County shall prepare and timely submit to the City the following reports:
 - 1. To Be Furnished Annually:
 - a) Preliminary tax digest totals;
 - b) Consolidations sheet;
 - c) Tax digest.

2.

Beginning with the 2007 tax year, the Commissioner shall prepare the tax digest for the City, based upon the millage rate as fixed and determined by the governing body of the City, levy, assess and collect all taxes for the City in the same manner as taxes for Jackson County are levied, assessed and collected, apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes, account for collection, oversee all City tax collection, billing delinquent collections and all other matters regarding the collection of City taxes and perform such supervisory duties as required in connection with Paragraph 1 above regarding the collection of City taxes. The Tax Commissioner shall not be responsible for collecting any taxes for the City prior to those declared for the 2007 tax year.

3.

The City shall pay to the County the sum of Fifty Cents for each parcel of real estate or a bill of personalty for which a tax bill is issued. In consideration of the above and the duties and supervisory obligations of the Tax Commissioner, the City shall pay to the Tax Commissioner of the sum of One Dollar for each parcel of real estate or a bill of personalty for which a tax bill is issued by the Tax Commissioner.

4.

All payments required by the above paragraph shall be paid by the City directly to the County and to the Tax Commissioner or before October 20, 2007, for the purpose of collection 2007 City taxes and on said date of each successive year in which the contract remains in force.

5.

The Tax Commissioner shall deliver a check for collected taxes to the City Clerk by the tenth (10th) day of the month following collection and shall not hold City taxes. In the event the County holds City tax money past the outlined date the County shall remit to the City the amount of interest earned by the County on said withheld monies.

6.

The City will furnish all information and documentation necessary for the County to provide the above referenced services.

7.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf of the City beginning with the 2007 tax digest. The Tax Commissioner's office shall pursue collection of delinquent taxes on behalf of the City and County equally and all collection expenses whether incurred by the County or collected from the delinquent taxpayer shall be retained by or be paid to the County, including penalties and late fees.

8.

The County shall provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit or for other good and sufficient causes as determined by the reasonable judgment of the City.

9.

This Agreement shall commence on October 2007 and shall terminate on October 2008; however, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement prior to July 1 of any subsequent year in which this Agreement is in effect. Such written notice shall be mailed, certified mail, return receipt requested, to the following:

If to County: Chairman
 Jackson County Board of Commissioners
 67 Athens Street
 Jefferson, GA 30549

With copy to: Jackson County Tax Commissioner
 PO Box 247
 Jefferson, GA 30549

And if to City: City Manager
 City of Jefferson
 147 Athens Street
 Jefferson, GA 30549

10.

It is the intention of the parties that the laws of Georgia shall govern the validity of the Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

11.

In the event any provision or portion of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

12.

On and after the date of this Agreement, both parties shall at the request of the other make, execute and deliver or obtain delivery of all instructions and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of the Agreement.

13.

Time is and shall be of the essence of this Agreement.

14.

The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

15.

This Agreement shall be binding upon the parties hereto and their successors in office.

JACKSON COUNTY BOARD
OF COMMISSIONERS

By: Pat Bell
Pat Bell, Chairman

Attest: Leonard Myers
Leonard Myers, Interim County Manager

CITY OF JEFFERSON, GEORGIA

By: Jim Joiner
Jim Joiner, Mayor

Attest: Shirley Wood
Shirley Wood, Assistant City Clerk

JACKSON COUNTY TAX
COMMISSIONER

Don Elrod
Don Elrod, Jackson County,
Tax Commissioner

Georgia, Jackson County.

THIS AGREEMENT made and entered into this 3 day of OCT, 2005, by and between Jackson County, Georgia, by and through its Board of Commissioners, herein "County" and the City of Pendergrass, Georgia, by and through its Mayor and Council, herein "City", and Donald Elrod, in his capacity as Tax Commissioner of Jackson County, Georgia, herein "Tax Commissioner".

WITNESSETH:

WHEREAS, the General Assembly of the State of Georgia enacted O.C.G.A. §48-5-359.1(a), providing as follows: that any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality to the County, which amount will substantially approximate the cost to the County providing the service to the municipality. Notwithstanding the provision of any other law, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; the City desires to enter into a contract with the Tax Commissioner for the purpose of overseeing the collection of tax monies on behalf of the City of Pendergrass; and

WHEREAS, the City desires to enter into a contract with the County for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Jackson County currently collects all County taxes from residents of Jackson County who are also residents of the City of Pendergrass, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, the entering into this Agreement would allow taxpayers to deal with only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this Agreement would eliminate the confusion of City taxpayers as to which office each payment (for City and County taxes) must be remitted; and

WHEREAS, entering into this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing said staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City to the County for such services by the Tax Commissioner will substantially approximate the cost to the County to provide such services;

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County, the Tax Commissioner and the City agree as follows:

1.

The County, through the Office of the Tax Commissioner, shall;

- A. Bill for and collect all City property taxes levied by the City.
- B. The County shall prepare the tax digest for the City.
- C. The County shall invoke any remedy allowed to the City in collection of City taxes.
- D. In the event a taxpayer is in bankruptcy, the County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.
- E. The County shall prepare and timely submit to the City the following reports:

1. To Be Furnished Annually:

- a) Preliminary tax digest totals;
- b) Consolidation sheet;
- c) Tax digest.

2.

Beginning with the 2005 tax year, the Tax Commissioner shall prepare the tax digest for the City, based upon the millage rate as fixed and determined by the governing body of the City, levy, assess and collect all taxes for the City in the same manner as taxes for Jackson County are levied, assessed and collected, apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes, account for collection, oversee all City tax collection, billing delinquent collections and all other matters regarding the collection of City taxes and perform such supervisory duties as required in connection with Paragraph 1 above regarding the collection of City taxes. The Tax Commissioner shall not be responsible for collecting any taxes for the City prior to those declared for the 2005 tax year.

3.

The City shall pay to the County the sum of Fifty Cents for each parcel of real estate or a bill of personalty for which a tax bill is issued. In consideration of the above and the duties and supervisory obligations of the Tax Commissioner, the City shall pay to the Tax Commissioner the sum of One Dollar for each parcel of real estate or a bill of personalty for which a tax bill is issued by the Tax Commissioner.

4.

All payments required by the above paragraph shall be paid by the City directly to the County and to the Tax Commissioner or before Oct 20th, 2005, for the purpose of collecting 2005 City taxes and on said date of each successive year in which the contract remains in force.

2

5.

The Tax Commissioner shall deliver a check for collected taxes to the City Clerk by the fifteenth (15th) day of the month following collection and shall not hold City taxes. In the event the County holds City tax money past the above outlined date the County shall remit to the City the amount of interest earned by the County on said withheld monies.

6.

The City will furnish all information and documentation necessary for the County to provide the above-referenced services.

7.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf of the City beginning with the 2005 tax digest. The Tax Commissioner's office shall pursue collection of delinquent taxes on behalf of the City and County equally and all collection expenses whether incurred by the County or collected from the delinquent taxpayer shall be retained by or be paid to the County, including penalties and late fees.

8.

The County shall provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit or for other good and sufficient cause as determined by the reasonable judgment of the City.

9.

This Agreement shall commence on Oct 3, 2005, and shall terminate on OCT. 4, 2006; however, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement prior to May 1, 2006, or May 1 of any subsequent year in which this Agreement is in effect. Such written notice shall be mailed, certified mail, return receipt requested, to the following:

If to County: Chairman
Jackson County Board of Commissioners
67 Athens Street
Jefferson, GA 30549

With copy to: Jackson County Tax Commissioner
PO Box 247
Jefferson, GA 30549

And if to City: City Manager
City of Pendergrass
PO Box 95
Pendergrass, GA 30567

10.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

11.

In the event any provision or portion of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

12.

On and after the date of this Agreement, both parties shall at the request of the other make, execute and deliver or obtain delivery of all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

13.

Time is and shall be of the essence of this Agreement.

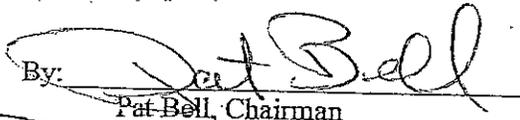
14.

The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

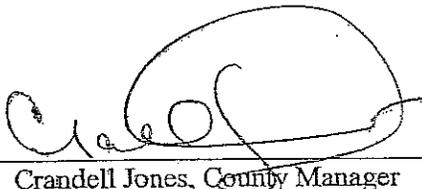
15.

This Agreement shall be binding upon the parties hereto and their successors in office.

JACKSON COUNTY BOARD OF
COMMISSIONERS

By: 

Pat Bell, Chairman

Attest: 

Crandell Jones, County Manager

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF PENDERGRASS, GEORGIA

By: Melvin Tolbert
Melvin Tolbert, Mayor

Attest: Katherine Rintoul
Katherine Rintoul, City Clerk

JACKSON COUNTY TAX COMMISSIONER

Don Elrod
Don Elrod, Jackson County Tax Commissioner



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Road and Bridge Construction

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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Arcade	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Braselton	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
	Impact Fees
Commerce	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector
Hoschton	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Jefferson	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Maysville	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Nicholson	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Pendergrass	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector, Bonds
Talmo	General Fund, GaDOT, State/Federal Aid, SPLOST, Private Sector

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

This service includes, but is not limited to, new road construction, existing road widening/improvement, base and paving of gravel roads, bridge rehab/replacement, traffic signal installations, intersection improvements, transportation enhancements (SAFE TE).

Jackson County provides this service (using a combination of in-house, consultant, and contractor resources) for all county maintained roads and bridges. The cities provide this service (using a combination of in-house, consultant, contractor and County resources) for all city streets within their respective jurisdiction. City requests for Jackson County road and bridge construction services are submitted to the County for consideration through a written request. Project responsibilities for road and bridge construction services are determined on a case-by-case basis (generally, Jackson County participation is limited to equipment and labor). Roles and responsibilities for economic development related projects are determined on a case-by-case basis.

In addition to the above described services, development related new road and bridge construction, as a general rule, is performed and funded by the private developer. Upon final acceptance, the development related public

improvements are eligible for road and bridge maintenance as defined in the road and bridge maintenance service delivery agreement.

Strategy recommendations, proposed changes, and impacts:

- Work jointly to establish County-wide road and bridge construction standards
- Work jointly to develop a County-wide transportation master plan as a follow up effort to the GaDOT Tri-County Transportation Study
- Other mechanisms to implement strategy:
 - Uniform Road Classifications

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **706-367-6312** Date completed: 05/20/2010

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:

Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Road and Bridge 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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo**

- 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, GaDOT State/Federal Aid, SPLOST
Arcade	General Fund, GaDOT State/Federal Aid, SPLOST
Braselton	General Fund, GaDOT State/Federal Aid, SPLOST
Commerce	General Fund, GaDOT State/Federal Aid, SPLOST
Hoschton	General Fund, GaDOT State/Federal Aid, SPLOST
Jefferson	General Fund, GaDOT State/Federal Aid, SPLOST
Maysville	General Fund, GaDOT State/Federal Aid, SPLOST
Nicholson	General Fund, GaDOT State/Federal Aid, SPLOST
Pendergrass	General Fund, GaDOT State/Federal Aid, SPLOST
Talmo	General Fund, GaDOT State/Federal Aid, SPLOST

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

Jackson County provides this service for all county roads and bridges in the unincorporated areas of the County. The cities provide road and bridge maintenance services with their jurisdictions with the exception of those streets designated for County maintenance on the attached appendix. Road maintenance consists of:

- Grass cutting four (4) times per season, which is usually May through November.
- Clipping of road shoulders.
- Repairing/Patching of pot holes.
- Clean out drainage ditches and driveway culverts.
- Replacing driveway culverts when necessary.
- Cutting back trees and bushes to maintain line of sight, and to keep roadways clear of low hanging limbs.
- Repair and replacement of street signage.
- Salting and scraping roads as needed due to inclement weather.
- Preparation of roads and streets for resurfacing; this done in association with sufficient state funding.
- Requests for assistance are to be forwarded to the Office of the County Manager.
- Use of inmate labor for trash pickup.

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **706-367-6312** Date completed: 05/20/2010

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:

Darrell Hampton, County Manager (706) 367-6314

**APPENDIX: ROAD AND BRIDGE MAINTENIANCE
COUNTY MAINTAINED ROADS THAT ARE IN THE CITY**

<p><u>Maysville</u></p> <p>Chandler Cemetery Rd Deadwyler Rd</p>	<p><u>Nicholson</u></p> <p>Cabin Creek Dr Cedar Dr J. S. Williamson Ct James Maxwell Rd. Memorial Dr Old Athens Dr. Old Kings Bridge Rd Sanford Rd</p>
<p><u>Talmo</u></p> <p>A. J. Irvin Rd Midland Rd Old 129 Mt. Creek Church Rd Pond Fork Church Rd Sosebee Rd.</p>	<p><u>Hoschton</u></p> <p>Jackson Trail Rd Maddox Rd/Jefferson St. Peachtree Rd</p>
<p><u>Commerce</u></p> <p>B. Wilson Rd Delia Dr Hospital Rd Industrial Parkway Mt. Olive Rd. Old Harden Orchard Rd Old Maysville Rd Poplar St Smallwood Rd Stark St Steve Reynolds Industrial Parkway W. E. King Rd Waterworks Rd Westwood Rd</p>	<p><u>Arcade</u></p> <p>Anglin Rd April Dr Arcade Park Rd B. Whitfield Rd Carruth Rd Davis Rd Jefferson River Rd. Melvin Phillips Rd Ramblers Inn Rd Swann Rd Windy Hill Rd 129 Business</p>
<p><u>Pendergrass</u></p> <p>Academy St Beck Rd Cedar Dr Church St Danny Allen St John B. Brooks Road Mountain Creek Dr Glenn Abbey Lane Parks St Railroad St Wayne Poultry Rd</p>	<p><u>Braselton</u></p> <p>Braselton Industrial Blvd. Braselton Pkwy Chardonnay Trace Harrison St. Hoyt Wood Rd. Jessie Cronie Rd Josh Pirkle Rd New Liberty Church Rd. Pinecrest Ln. Zion Church Rd</p>
<p><u>Jefferson</u></p> <p>Academy Church Rd Airport Rd Central Jackson Ind. Park Rd Galilee Church Rd Old Pendergrass Rd. Hog Mountain Rd Holders Siding Rd Jett Roberts Rd. John B. Brooks Rd Legg Rd M.L. King Ave</p> <p>M. L. King Dr New Salem Church Rd Concord Road Old Swimming Pool Rd Storey Porter Rd Storey Lane Stringer Lane Vandiver Rd 129 Business</p>	



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Sales Tax Tracking

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.): **Jackson County**

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund/User Fees

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

Periodically the County will fund a project to review the sales tax sent by the businesses as compared to the amount received. This Sales Tax Recovery Project will recover misdirected funds and bring them back to Jackson County. The recovered monies will be distributed according to the Distribution Agreements as decided upon in accordance with State Law.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Certificate of Distribution	Jackson County and all Municipalities	As currently on file

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: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of **Jackson County** hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u> Arcade </u>	shall receive	<u> 3.95 </u>	%
City of <u> Braselton </u>	shall receive	<u> 1.69 </u>	%
City of <u> Commerce </u>	shall receive	<u> 13.72 </u>	%
City of <u> Hoschton </u>	shall receive	<u> 2.57 </u>	%
City of <u> Jefferson </u>	shall receive	<u> 9.20 </u>	%
City of <u> Maysville </u>	shall receive	<u> 1.38 </u>	%
City of <u> Nicholson </u>	shall receive	<u> 2.99 </u>	%
City of <u> Pendergrass </u>	shall receive	<u> 1.03 </u>	%
City of <u> Talmo </u>	shall receive	<u> 1.14 </u>	%
County of <u> Jackson </u>	shall receive	<u> 62.33 </u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are "qualified municipalities", as that term is used in the Act, and that all municipalities listed herein as recipients are "qualified" and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 16th day of July, 2002.

Doug Haynie
City of Arcade-Mayor Doug Haynie

Pat Graham
City of Braselton-Mayor Pat Graham

Charles L. Hardy, Jr.
City of Commerce-Mayor Charles Hardy, Jr.

Billy Holder
City of Hoschton-Mayor Billy Holder

Jim Joiner
City of Jefferson-Mayor Jim Joiner

Richard Presley
City of Maysville-Mayor Richard Presley

Ronnie Maxwell
City of Nicholson-Mayor Ronnie Maxwell

Monk Tolbert
City of Pendergrass-Mayor Monk Tolbert

Larry Wood
City of Talmo-Mayor Larry Wood

Harold Fletcher
Board of Commission-Chairman Harold Fletcher
Jackson County

Certified that this is a true and correct copy.
Date: July 29, 2002

Ericka Johnson
Clerk, Jackson County Commission
Ericka Johnson, Deputy Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Senior Center

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.): **Jackson County, Nicholson, State Funds, and Federal Funds**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Funds
Nicholson	General Funds
State Funds	Grants
Federal Funds	Grants

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

The Jackson County Senior Center provides its unincorporated and incorporated residents with an array of services geared to assist senior citizens within the County. This service is funded by Jackson County, and the City of Nicholson. The State of Georgia, Federal Funds, and the City of Nicholson contribute to assist Senior Center's transportation services. This money is collected annually and kept in a Transportation fund which is used for the purchasing and maintenance of the Senior Center vans.

Services provided by the Senior Center include: outreach, friendly visiting, telephone reassurance, leisure time recreation, assisted transportation, congregate meals, home delivered meals, information/assistance, and CCSP Medicaid Home Delivered Meals.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Jackson County and Commerce	1/1/2010 - 12/31/2010

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: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY AND THE CITY OF COMMERCE
FOR TRANSPORTION OF CITIZENS TO JACKSON COUNTY SENIOR
CENTER**

The Agreement entered into this 15th day of February, 2010 by and between the Jackson County Senior Citizen's Center (Contractor) and the City of Commerce (City).

The purpose of this agreement is for transportation to be provided to the City of Commerce residents who attend the Jackson County Senior Center. The transportation provided will pick up the City residents from their home and return them to their home Monday through Friday from 6:00 A.M. until 6:00 P.M.

The term of this agreement shall be from January 1, 2010 through December 31, 2010 unless terminated earlier in writing by either party at least thirty (30) days before the expiration date. The Agreement shall be renewable on an annual basis unless terminated in writing.

The Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Resources to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. The Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. The Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHR safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and The Georgia Department of Human Resources. Drivers shall possess such licenses and permits as required by the State and localities.

Payment for these services will be made each fiscal year to the Jackson County Senior Citizen's Center upon receipt of the request in the amount of \$1,500.

Agreed and entered into this 15th day of February, 2010.

Hunter Bicknell
Hunter Bicknell, Chairman
Jackson County Government

Charles L. Hardy Jr.
Charles L. Hardy, Mayor
City of Commerce

ATTEST:

Erica Johnson
Clerk

Date: 2/15/2010

ATTEST:

Shuley Willis
Clerk

Date: March 5, 2010



SERVICE DELIVERY STRATEGY

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COUNTY: JACKSON COUNTY

Service: *Site Development/Inspection*

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.): **Jackson County and all Municipalities**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, Enterprise, User Fees
All Municipalities	General Fund, User Fees, Enterprise Fees

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

Those local governments within Jackson County permitting buildable sites and sites for development will be responsible for those services. Jackson County is open to providing these types of services to municipalities requesting those services.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **(706) 367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: JACKSON COUNTY

Service: *Solid Waste Collection and Recycling*

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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Enterprise (user fee), General Fund
Arcade	Franchise (residential and small commercial)
Braselton	Free Market
Commerce	Franchise (residential and small commercial), General Fund, User Fees
Hoschton	Enterprise/User Fee (residential and small commercial),
Jefferson	Franchise (residential and small commercial), General Fund, User Fees
Maysville	General Fund, User Fees
Nicholson	General Fund, User Fees
Pendergrass	General Fund, User Fees
Talmo	Free Market

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

Jackson County provides a clean community program through Keep Jackson County Beautiful as an umbrella program involving the municipalities, schools, civic organizations, nonprofit groups, and neighborhood associations to help with marketing and communications. The community program focuses on countywide cooperation to bring programs such as Adopt-A-Highway, Bring One for the Chipper, Recycling and Litter education, and the Great American Cleanup to Jackson County.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: JACKSON COUNTY

Service: Solid Waste Disposal

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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	Enterprise (user fee), General Fund Subsidy
Arcade	Franchise (residential and small commercial),
Braselton	Free Market
Commerce	Franchise (residential and small commercial), General Fund subsidy, User Fees
Hoschton	Enterprise/User Fee, Free Market (commercial)
Jefferson	Franchise, General Fund subsidy, User Fees
Maysville	User Fees
Nicholson	General Fund, User Fees
Pendergrass	User Fees
Talmo	Free Market

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

See attached table for a summary of solid waste disposal services within the various jurisdictions.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314

Solid Waste Service Summary

Jurisdiction	Solid Waste Collection	Recycling	Disposal	Management Plan
Arcade	Franchise for residential and small commercial Free market on large comm City may want to bill	Paper, cardboard	Provider Determined	Regional Plan (Regional Commission)
Braselton	Free market	Some provide	Provider Determined	Regional Plan (Regional Commission)
Commerce	Franchise for residential and small commercial Free market on large comm City bills City collects and disposes yard waste	Some volunteer efforts cardboard Yard waste recycling	WM (Banks Co.) City Grind	Regional Plan (Regional Commission)
Hoschton	Contracts for residential and yard waste Free market on comm City bills City provides large item pickup	Contractor provides	Provider Determined	Regional Plan (Regional Commission)
Jefferson	Franchise for residential and small commercial Free market on large comm City bills City collects and disposes yard waste	Franchise provides Some volunteer efforts Yard waste recycling City provides	Provider Determined City Grinds	Regional Plan (Regional Commission)
Maysville	Contracts residential/commercial City bills	None	Provider Determined	Regional Plan (Regional Commission)
Nicholson	City + Free Market City collects yard waste City provides recycling bin for cardboard and paper	Yard Waste recycling	Jackson County Transfer Station	Regional Plan (Regional Commission)
Pendergrass	Free market on comm. City provides residential	None	Provider Determined	Regional Plan (Regional Commission)
Talmo	Free market Selected City Bills	None	Provider Determined	Regional Plan (Regional Commission)
Jackson County	Free market + 2 compactor sites+transfer station	Newspaper,yard waste, cans, white goods,cardboard	WM landfill (Banks County)	Regional Plan (Regional Commission)
Keep Jackson County Beautiful	Educate, train, and promote	Coordinate Recycling Service - Educate, train, and promote		Regional Plan (Regional Commission)



SERVICE DELIVERY STRATEGY

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COUNTY: JACKSON COUNTY

Service: Stormwater System Maintenance/Management

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

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

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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, State/Federal Aid SPLOST, Grants
Arcade	General Fund, State/Federal Aid SPLOST, Grants
Braselton	Enterprise Fund, State/Federal Aid SPLOST, Grants, User Fees, Bonds
Commerce	General Fund, State/Federal Aid SPLOST, Grants
Hoschton	General Fund, State/Federal Aid SPLOST, Grants
Jefferson	General Fund, State/Federal Aid SPLOST, Grants
Maysville	General Fund, State/Federal Aid SPLOST, Grants
Nicholson	General Fund, State/Federal Aid SPLOST, Grants
Pendergrass	General Fund, State/Federal Aid SPLOST, Grants
Talmo	General Fund, State/Federal Aid SPLOST, 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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

This service includes, but is not limited to, stormwater system maintenance and repair within public rights-of ways, easements, and retention/detention ponds.

Jackson County provides this service for all county maintained rights-of-way and easements. The cities provide this service for all city rights-of-way and easements within their respective jurisdiction. City requests for Jackson County stormwater system maintenance services are submitted to the County for consideration through the Community Assistance Program.

Strategy recommendations, proposed changes, and impacts:

- Work jointly to establish County-wide stormwater system inventory/map (watershed/basin approach)
- Update Community Assistance Program to better address requests related to this service.

7. Person completing form: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: *Transportation Master 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.): **Jackson County, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo**

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County	General Fund, GaDOT State/Federal Aid, SPLOST, Grants, Bonds
Arcade	General Fund, GaDOT State/Federal Aid, SPLOST, Grants
Braselton	General Fund, GaDOT State/Federal Aid, SPLOST, Grants, TAD, Spec. Tax Dist and Bonds
Commerce	General Fund, GaDOT State/Federal Aid, SPLOST, Grants
Hoschton	General Fund, GaDOT State/Federal Aid, SPLOST, Grants
Jefferson	General Fund, GaDOT State/Federal Aid, SPLOST, Grants, Bonds
Maysville	General Fund, GaDOT State/Federal Aid, SPLOST, Grants
Nicholson	General Fund, GaDOT State/Federal Aid, SPLOST, Grants
Pendergrass	General Fund, GaDOT State/Federal Aid, SPLOST, Grants
Talmo	General Fund, GaDOT State/Federal Aid, SPLOST, 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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

This service includes master planning of new road construction, existing road widening/improvement, base and paving of gravel roads, bridge rehab/replacement, traffic signal installations, intersection improvements, transportation enhancements (SAFE TE).

This service is currently provided on a limited basis through the GaDOT State Transportation Improvement Program (STIP) and as a part of local government comprehensive plans.

Strategy recommendations, proposed changes, and impacts:

- Local government participation in the GaDOT Tri-County Transportation Study
- Work jointly to develop a County-wide transportation master plan as a follow on effort to the GaDOT Tri-County Transportation Study
- Other mechanisms to implement strategy:
 - GIS
 - Uniform Road Classifications

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **706-367-6312** Date completed: 05/20/2010

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:

Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY	Service: Wastewater Collection and Treatment
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1. Check the box that best describes the agreed upon delivery arrangement for this service:

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

- 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.): **Jackson County Government, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, and Nicholson, thru the Nicholson Water Authority**

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County thru JCWSA	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Arcade	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Braselton	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Commerce	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Hoschton	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Jefferson	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Maysville	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA
Nicholson thru the Nicholson Water Authority	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees, EDA

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

Wastewater Collection will be subject to the Jackson County Water and Sewer Service Area Map and all intergovernmental agreements.

Jackson County Government thru Jackson County Water and Sewerage Authority is in the process of increasing its wastewater permit and is also developing master plans for wastewater collection services within the unincorporated areas of the County and the Cities of Pendergrass and Talmo. Currently these areas rely on septic systems.

Jefferson, Braselton, and Maysville are in the process of increasing their wastewater permits within their service areas. Commerce, Jefferson, Braselton, Hoschton, and Maysville provide wastewater collection services within their respective service areas. Nicholson thru the Nicholson Water Authority has a designated sewer service area, but currently relies on septic systems.

Commerce and Maysville provide treatment and collection to areas in Banks County.

Braselton provides treatment and collection to areas in Barrow, Gwinnett, and Hall Counties.

Arcade currently has a wastewater permit and is also developing master plans for wastewater collection in their designated service area. Currently the City of Arcade relies on septic systems.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

(1) Allow service area map updates from time to time to accommodate two party service area exchanges and clarifications. All changes will be submitted to the County Clerk's office for record retention. (2) Develop a county wide sewer master plan.

7. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **706-367-6312** Date completed: 05/20/2010

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:

Darrell Hampton, County Manager (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY	Service: <i>Water Distribution</i>
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1. Check the box that best describes the agreed upon delivery arrangement for this service:

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

- 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.): **Jackson County thru JCWSA, Arcade, Braselton, Commerce, Hoschton, Jefferson, Maysville, Nicholson thru Nicholson Water Authority**

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County thru JCWSA	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Arcade	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Braselton	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Commerce	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Hoschton	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Jefferson	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Maysville	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Nicholson thru Nicholson Water Auth	Enterprise(user fee) funds, Grants Bonds, GEFA, CDBG, USDA, ARC, SPLOST, Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA

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

Water Distribution will be subject to the Jackson County Water Service Area Map and all intergovernmental agreements.

Jackson County Government acting thru the JCWSA provides water distribution service to the majority of unincorporated Jackson County, Talmo, and Pendergrass.

Commerce, Jefferson, Braselton, Hoschton, Maysville and Nicholson, acting thru the Nicholson Water Authority, provide water distribution service for their respective service areas. Commerce and Maysville provide water to areas in Banks County.

Braselton provides water to areas in Barrow and Hall Counties. Braselton provides reused water.

Arcade will have a shared water distribution service district for the territory of the City of Arcade. Arcade recognizes the Jackson County Government thru the JCWSA shares the service district for their current water distribution services.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

(1) Allow service area map updates from time to time to accommodate two party service area exchanges and clarifications. All changes will be submitted to the County Clerk's office for record retention.

7. Person completing form: **Ericka Johnson, Deputy Clerk**
Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY	Service: <i>Water Supply, Treatment, and Transmission</i>
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1. Check the box that best describes the agreed upon delivery arrangement for this service:

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

- 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.): **Jackson County Government thru JCWSA, Braselton, Commerce, Hoschton, Jefferson, Maysville, and Nicholson thru Nicholson Water Authority**

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Jackson County Gov. thru JCWSA	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Braselton	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Commerce	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Hoschton	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Jefferson	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Maysville	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA
Nicholson Water Authority	Enterprise(user fee) funds, Grants, Bonds, GEFA, CDBG, USDA, ARC, SPLOST Connection/Meter Fees, Private Developer, Impact Fees (potential source), EDA

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

Water Supply, Treatment, and Transmission will be subject to the Jackson County Water Service Area Map and all current intergovernmental water purchase agreements.

Jackson County Government through the Jackson County Water and Sewerage Authority purchases treated water from the Upper Oconee Water Basin Authority and other sources and transmits water to the majority of unincorporated Jackson County, Arcade, Talmo, and Pendergrass and to various municipalities in accordance with separate water purchase agreements.

Commerce and Jefferson provide water supply (surface water reservoirs), treatment and distribution service for their respective service areas. Nicholson thru the Nicholson Water Authority, Braselton, Hoschton, and Maysville provide water supply (groundwater), treatment and transmission service for their respective service areas. The municipalities and the Jackson County supplement their supply as needed through intergovernmental water purchase agreements.

Braselton is in the process of obtaining a withdrawal permit through EPD.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Jackson County Municipalities	5/1/2006 - current
Water Purchase Agreement	JCG-JCWSA-Commerce	10/12/2006 – 12/31/2016
Water Purchase Agreement	JCG-JCWSA-Hoschton	1/1/2001 – 6/30/2020
Water Purchase Agreement	JCG-JCWSA-Jefferson	3/2007 – Open Ended
Water Purchase Agreement	JCG-JCWSA-Braselton	5/12/2003 – 5/12/2013
Water Purchase Agreement	Commerce-Maysville	1/1/2009 – 12/31/2013
Parks Creek Reservoir	Jackson County-Jefferson	2/28/2000 – 2/28/2050

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?

(1) Allow service area map updates from time to time to accommodate two party service area exchanges and clarifications. All changes will be submitted to the County Clerk's office for record retention.

7. Person completing form: **Ericka Johnson, Deputy Clerk**
Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

STATE OF GEORGIA
CITY OF COMMERCE

WATER SALE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of October, 2006, by and between the **CITY OF COMMERCE**, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as "City"; and the **JACKSON COUNTY WATER AND SEWERAGE AUTHORITY**, a political subdivision organized under the laws of the State of Georgia, acting by and through its duly constituted Board of Directors, herein referred to as "JCWSA".

WITNESSETH:

WHEREAS, JCWSA desires to purchase water from the City on an as-needed basis; and

WHEREAS, the City agrees to sell water to JCWSA under certain stipulations; and

WHEREAS, the City and JCWSA deem it appropriate to reduce their agreement to writing;

NOW THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between the City and JCWSA, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

The City covenants to sell and deliver to JCWSA such quantity of potable water as JCWSA may require on an as-needed basis to serve residential and commercial customers of JCWSA's water system. Such quantity shall be up to 1,000,000 gallons of water per day on a monthly average, with peak day demand of up to 1,500,000 gallons per day. The City shall have the right, at its discretion, to increase the gallons per day as set forth herein.

2.

JCWSA covenants and agrees to pay the City monthly, at the rate of three dollars (\$3.00) per thousand gallon rate for the first 1,000,000 gallons, with a monthly minimum of three thousand dollars (\$3000.00). Where usage is in excess of 1,000,000 gallons, usage will be billed at the following rates:

Between 1,000,001 and 5,000,000 gallons per month:	\$2.90 per thousand gallons.
Between 5,000,001 to 10,000,000 gallons per month:	\$2.80 per thousand gallons.
Greater than 10,000,000 gallons per month:	\$2.70 per thousand gallons.

The City shall read the meter at the hereinafter described connection points between the two systems on a monthly basis to ascertain the volume of water supplied to the JCWSA during the metered reading period. JCWSA shall have the right to be present at such readings should it so desire.

3.

JCWSA shall pay the City for its usage no later than twenty (20) days after receipt of the monthly

billings by the City. The rates described in Section 2 shall be effective through December 31, 2007, after which they shall be adjusted annually. Notice of adjustments shall be made in writing at least thirty (30) days prior to the effective date hereof.

4.

The connections between the City water system and the JCWSA water system shall be located on (1) State Route 98 at Wheeler Cemetery Road, (2) Waterworks and Sheep Pasture Roads, and (3) Highway 334 just south of Wheeler Road. Flow of water from the City system into the JCWSA system at the said connection point(s) shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Maysville shall be in charge of letting and accepting all bids and contracts of the installation, materials and supplies for the connection and metering stations described herein. All materials and installation shall conform to City specifications. The meter shall be of size and make satisfactory to the City. JCWSA shall bear all cost associated with installation of said connection.

6.

JCWSA shall have the right of access to said metering station for the purpose of inspection. JCWSA shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. JCWSA shall be responsible for all repairs and maintenance of said metering station and may be required to have said meter tested for accuracy from time to time at the JCWSA's expense.

7.

JCWSA shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. The City shall not be responsible for water pressures or other hydraulic problems after the water passes through the aforesaid point of connection.

8.

In the event of any shortage of water by the City by reason of *force majeure* or other cause not reasonably within the control of the City, the City agrees to share on a pro-rated basis with JCWSA any water that is available. JCWSA's allocation of water in this situation will be the volume of water used by JCWSA during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by the City during the same time period multiplied by the volume of water estimated by the City to be available. This paragraph is not subject to the arbitration clause hereinafter set forth. JCWSA will be responsible for following the same water restriction requirements as set forth from time to time by either the City and/or the State Department of Natural Resources.

9.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other

industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability.

10.

JCWSA shall not sell or distribute water purchased from the City to any other public or private water system without prior written approval of the City. JCWSA shall sell water purchased from the City under this contract and agreement only to end-users of JCWSA's water system.

11.

None of the terms of this agreement shall prevent the parties hereto from negotiating the right for future installations of water lines.

12.

None of the terms of this agreement shall prevent JCWSA from constructing water distribution facilities throughout JCWSA's service area as may from time to time be required. In addition, there is nothing within this agreement that gives JCWSA the right to remove any City of Commerce water customers now in existence.

13.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. JCWSA will appoint one arbitrator and the City will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Chief Judge of the Superior Court of Jackson County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Jackson County. This paragraph shall not apply to any matters contained "in paragraph 2 herein."

14.

It is expressly understood and agreed by and between the parties hereto that the City shall have no liability to JCWSA for the City's inability to provide all water needed by JCWSA under the terms and conditions set forth herein. Further, JCWSA shall indemnify and hold harmless the City from any and all liability and claims of damage made against the City by any customer of JCWSA.

15.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in no way affect any or all of the remaining provisions, all of which shall remain in full force and effect.

16.

This agreement shall begin on this 12th day of October, 2006 and shall terminate on December 31, 2016, unless terminated in writing by either party hereunder upon 30 days written notice to the other party.

17.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no affect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

18.

JCWSA shall not assign this contract and agreement without the written consent of the City.

19.

Provisions of the Revenue bond Law (Georgia Laws 1957, Page 37, ET. Seq., as amended, amending the law formerly known as Revenue Certificate Law of 1937, Georgia laws 1937, page 761, ET. Seq., as amended), are made a part hereof, incorporated herein, and where in conflict with any of the terms of this agreement, said Revenue Bond Law shall control.

20.

All resolutions or parts of resolutions in any prior agreements, contracts, or ordinances, if any, which are in conflict with are hereby expressly repealed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF,

The parties hereto, acting by through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinafore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF COMMERCE

BY: Charles L. Hardy Jr. (SEAL)
CHARLES L. HARDY, JR., MAYOR

ATTEST: Shirley Willis (SEAL)
SHIRLEY WILLIS, CITY CLERK

[AFFIX CITY SEAL]

JACKSON COUNTY WATER & SEWERAGE
AUTHORITY

BY: Hunter Bicknell (SEAL)
HUNTER BICKNELL, CHAIRMAN

ATTEST: Eric Klerk (SEAL)
ERIC KLERK, AUTHORITY MGR

[AFFIX AUTHORITY SEAL]

WATER SUPPLY AGREEMENT

This Water Supply Agreement is made and entered into as of Jan 11, 2001 by and between the CITY OF HOSCHTON, a political subdivision of the State of Georgia (hereinafter referred to as "City") and the JACKSON COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter referred to as "Authority".) (The City and the Authority are sometimes hereinafter referred to collectively as "Parties" or individually as "Party")

WITNESSETH:

WHEREAS, the Board of Directors of the Authority is composed of citizens of Jackson County, appointed to serve without compensation by the Board of Commissioners of Jackson County, whose duties are to serve the citizens of Jackson County, to set policies for the Authority, and to oversee the administration of the Authority, all in the best interests of the citizens of Jackson County; and

WHEREAS, the Authority expects that upon construction of the proposed Bear Creek Reservoir and related water-treatment facilities ("Bear Creek Reservoir") by the Upper Oconee Basin Water Authority ("Upper Oconee") in Jackson County, Georgia, the Authority will have additional volumes of water available in the future for sale to the City of Hoschton and other customers; and

WHEREAS, the Authority is willing to provide and the City desires to purchase, an adequate supply of potable water at the Point of Transfer to assist City in meeting its water supply needs during the period of time and under the terms and conditions set forth in this Agreement; and

WHEREAS, the Authority is authorized to enter into this Agreement pursuant to the provisions of the Jackson County Water & Sewerage Authority Act (Ga. Laws 1986, pp.5473 et seq.);

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

Section 1: Definitions.

In addition to other terms defined elsewhere in this Agreement, the following definitions shall apply in this Agreement:

- 1.1 "Booster Pump Station" means the booster pump station to be constructed or modified owned by the Authority at the Project Site as provided in Section 4.1.
- 1.2 "Western Jackson County Water System" means that portion of the Water System served within the hydraulic datum of the 1066 MSL system set by the overflow elevation of the Authority's elevated water tanks located at Western Jackson County.
- 1.3 "Cost of Water Component" means that portion of the Variable Charge which is intended to reimburse the Authority for the cost of Potable Water which is purchased from Commerce or Athens-Clarke, as the case may be, and supplied to the City at the Point of Transfer during the Step 1 Period.
- 1.4 "Fixed Fee" means the amount to be charged to and paid by the City for each calendar month as provided in Section 8.2.
- 1.5 "GPM" means gallons per minute.
- 1.6 "New Infrastructure" means the piping and related equipment and facilities to be constructed and installed by the Authority as provided in Section 4.1.
- 1.7 "O&M Component" means that portion of the Variable Charge which is based on reasonable costs actually incurred by the Authority to operate, maintain, and repair the Water System during the term of this Agreement.

- 1.8 "Point of Transfer" means the interconnector points between the Authority and the City. Point of Transfer One is the location of the existing Authority's pump station located on Jackson Trail Road near the City's industrial park at the intersection of Jackson Trail Road and State Route 53. The Authority proposes to modify this pump station in order to deliver water to the City at the required flows and pressures stated herein. Point of Transfer Two is an interconnection on Maddox Road near the city limits. Said interconnection to include a master meter system. Additional Points of Transfer may be requested by the City and approved at the option of the Authority. Said additional Points of Transfer shall be subject to the provisions of this Agreement contained herein.
- 1.9 "Potable Water" means water which complies with safe drinking water standards (including, but not limited to, primary and secondary maximum contaminant levels) set forth in the Georgia Department of Natural Resources Rules Chapter 392-3-5 as currently in effect or as hereafter amended or revised.
- 1.10 "PSI" means pounds per square inch.
- 1.11 "Reservoir In-Service Date" means the date on which the Authority begins to receive Potable Water from the Bear Creek Reservoir, after it is placed in service, and to supply Potable Water from the Bear Creek Reservoir to the Point of Transfer.
- 1.12 "Step 1 Period" means the period from the effective date of this Agreement up to the Reservoir In-Service Date.
- 1.13 "Terminal Valve" means the valve that officially separates the Authority's system from the City's system and shall be located on the City side of the meter.
- 1.14 "Step 2 Period" means the period from the Reservoir In-Service Date through June 30, 2020.

- 1.15 "Variable Charge" means the amount to be charged to and paid by the City for each calendar month as provided in Section 8.3.
- 1.16 "Water System" means the system for storage, distribution, and delivery of water currently owned and operated by the Authority and any future additions, extensions, or improvements to such system.
- 1.17 "Completion Date" means New or Modified Infrastructure in-service date.
- 1.18 "Emergency" means a water supply problem that the Parties mutually agree, at the time, to constitute an emergency.

Section 2: Term of Agreement; Early Termination; Extensions.

- 2.1 Term of Agreement. This Agreement shall become effective on the date first above written and shall continue in effect until June 30, 2020, unless terminated earlier pursuant to Section 2.2 or unless extended pursuant to Section 2.3.
- 2.2 Early Termination. The City, at its option, may terminate this Agreement at any time prior to June 30, 2020, by giving the Authority written notice thereof at least thirty (30) days prior to the effective date of termination. The following provisions shall apply to such termination:
- (a) If such notice is given prior to the Reservoir In-Service Date, the Authority shall immediately cease, upon its receipt of such notice, any remaining work related to the construction, modification and installation of New Infrastructure. Within sixty (60) days after the Authority has received such notice, the Authority shall calculate the amount of its actual out-of-pocket expenses related to the New Infrastructure and related equipment and facilities to supply Potable Water to the City at the Point of Transfer (including, but not limited to, any cancellation or

termination charges paid to third parties) and shall submit an itemized statement of such expenses to the City. The itemized statement shall identify those expenses that are related to aspects of the New Infrastructure that the Authority will keep and/or use. The City shall not be responsible for expenses that are related to aspects of the New Infrastructure that the Authority will keep and/or use. The City shall be responsible for the remaining expenses. Within sixty (60) days after the City has received such statement, the City shall reimburse the Authority.

- (b) If such notice is given on or after the Reservoir In-Service Date, the City shall be responsible for all expenses associated with the New Infrastructure.
- (c) Upon the Authority's receipt of the payment from the City pursuant to Section 2.2(a) or 2.2(b), the Authority shall execute a release and such other documentation as is reasonably necessary to discharge the City from any further obligation or liability under this Agreement.

2.3 Extensions: The City, at its option, may extend this Agreement for three successive periods of five years each, for a total of 15 years after June 30, 2020. Each such extension shall be subject to the following conditions:

- (a) At least 180 days prior to the end of the then-current term of this Agreement (as extended by any previous extension), the City shall give the Authority written notice of the City's desire to extend this Agreement.
- (b) Promptly after the Authority has received such notice, the Parties shall mutually determine the new charges, which would apply to volumes of Potable Water Supplied to the City at the Point of Transfer during such extension. Such charges

shall be based upon the then-current cost of supplying water to the Authority's existing customers during such extension.

- (c) If the Parties agree on such new charges, the Parties shall promptly amend this Agreement to reflect (i) such new charges and (ii) the term of such extension. If the Parties are unable to agree on such new charges, this Agreement shall terminate at the end of the then current term of this Agreement.

Section 3: Mutual Obligations; Representations and Warranties of the Parties.

3.1 Mutual Obligations.

- (a) Authority shall sell, and the City shall purchase, Potable Water delivered to the Point of Transfer in such volumes and at such charges as are specified in this Agreement. Except in cases of Emergency during the Step 1 Period, the Parties agree that the delivery of Potable Water to the Point of Transfer shall commence as soon as practicable after the City requests such delivery, but not later than one month after the Reservoir In-Service Date.
- (b) Notwithstanding the mutual obligations set forth in Sections 3.1 (a), in the event of an Emergency in the Step 1 Period, the Authority shall provide to the extent available, and the City shall purchase Potable Water delivered to the Point of Transfer at such volumes as may be needed and at such charges as are specified herein.

3.2 Representations and Warranties of the Parties.

- (a) The City represents and warrants that it has full right, power and authority to enter into this Agreement and that the officer signing this Agreement on behalf of the City is authorized to do so.

- (b) The Authority represents and warrants that it has full right, power, and authority to enter into this Agreement, that the official signing this Agreement on behalf of the Authority is authorized to do so, and that this Agreement has been approved by the Board of Commissioners of Jackson County, Georgia.

Section 4: Arrangements for Water Supply.

4.1 Installation of New Infrastructure. The Authority shall construct and install, at the City's expense, the New Infrastructure associated with the Point of Transfer One and Two. This New Infrastructure shall have sufficient capacity to be capable of providing Potable Water at the Point(s) of Transfer at a pressure based on hydraulic grade level of the City's existing storage tank located near City Hall 24 hours per day/seven days per week and at the following flow rates: (i) as soon as practicable at a flow rate of 200 GPM total at Point of Transfer One and Point of Transfer Two; (ii) no later than the Reservoir In-Service Date at a maximum flow rate of 300 GPM at Point of Transfer One and a maximum of 200 GPM at Point of Transfer Two. The New Infrastructure shall include, but not be limited to, the following: (i) piping and related equipment and facilities to deliver water from the Water system to the Point of Transfer; (including, but not limited to, pump station, flow meters, flow regulator and other piping appurtenances as deemed necessary by the Authority). The following provisions shall apply to the construction and installation of the New Infrastructure.

- (a) The Authority shall determine the size and type of piping contained in the New Infrastructure and the size and type of related equipment and facilities necessary to supply Potable Water at the specified flow rate at each Point of Transfer and a minimum pressure of 20 psi measured at the City's side of the Terminal Valve at the respective Points of Transfer 24 hours per day/seven days per week.

(b) Except as otherwise provided in Section 4.1(c), the City shall acquire or furnish all material, equipment, and facilities and the City shall acquire all rights of way necessary for the construction and installation of all lines, pumps and appurtenances from the Terminal Valve at the Point of Transfer to the City's system. The City shall have complete access to all property and rights of way associated with the New Infrastructure from the City system up to the Terminal Valve at each Point of Transfer. The City shall be granted a permanent easement guaranteeing its rights to inspect and/or read the meters installed by the Authority at each Point of Transfer. To the extent that the City's service area, as mutually recognized by the Parties, extends beyond each Point of Transfer, the City shall have complete access to all rights of way associated with the New Infrastructure that lies within the City's service area. The service areas of the City and the Authority are in accordance with the provisions of HB 489.

(c) The following provisions shall apply to any portion of the New Infrastructure and related equipment and facilities which may be constructed and installed on a site to be mutually agreed upon by the Authority and City:

(i) The City shall acquire and install, at its own expense, any booster pumping facility required by the City to boost pressure from the Authority's system to the City beyond that pressure as stated in Section 4.1 (a), which shall be located at a site chosen by the City. The City shall own and operate the pumping facilities and all piping, equipment, and facilities, associated therewith. The City shall own such portion of the New

Infrastructure that extends toward the City from the Terminal Valve at the Point of Transfer, not including the meter.

- (ii) All pumping, piping, or related equipment constructed or proposed for construction by the City shall first be submitted to the Authority in such detail as required by the Authority and for review and approval by the Authority prior to placing such pumps, piping, or related equipment into service. If pumping, piping, or related equipment is found to be inconsistent with the Authority's ability to provide water at the respective Point of Transfer, then said pumping, piping, and related equipment shall not be placed into service by the City until approved by the Authority.
- (iii) The City shall acquire design and install at its own expense, any disinfection facilities as may be required by the City.
- (iv) The Authority shall own such portion of the New Infrastructure and related equipment and facilities, which are to be constructed, and installed by the Authority and which are located before the Terminal Valve at each Point of Transfer, up to and including the meter, pumping equipment and Terminal Valve.
- (d) The City shall be allowed to make service connections, at its own expense, to the New Infrastructure at any point within the City's service territory but after the meter. The City may use such service connections to serve its customers.

4.2 Operation of New Infrastructure and Meter. At all times during the term of this Agreement, the Authority shall operate, maintain, and repair, at its own expense, the New Infrastructure which is constructed and installed pursuant to Section 4.1. The Authority

shall not be required to operate, maintain or repair any service connections to the New Infrastructure made by the City.

4.3 Operation of Other Facilities. At all times during the term of this Agreement, the City shall operate, maintain, and repair, at its own expense, the City's pumping facilities and all piping, equipment, and facilities which are located after the Point of Transfer and all service connections to the New Infrastructure made by the City.

4.4 Service to Other Customers. With respect to that portion of the New Infrastructure and related equipment and facilities which are constructed and installed by the Authority, nothing contained in this Agreement shall preclude the Authority from using such portion to supply water to other customers; provided, however, that such use shall not impair nor substantially diminish the Authority's ability to supply such volumes of Potable Water to the City, and at such pressure, as are required by this Agreement.

Section 5: Bear Creek Reservoir Contingency.

The Parties acknowledge that the Reservoir In-Service Date is currently expected to occur on July 1, 2001, but that the Reservoir In-Service Date may occur later due to potential delays in construction of the Bear Creek Reservoir or related water-treatment plant or transmission facilities. The Parties acknowledge that the charges for the Step 2 Period, determined according to the provisions of Section 8.2 and 8.3, shall not apply until the Reservoir In-Service Date occurs. The Parties further acknowledge that after the Reservoir In-Service Date occurs, the Authority shall supply Potable Water from the Bear Creek Reservoir to the City at the Point of Transfer and that the charges for the Step 2 Period, determined according to the provisions of Sections 8.2 and 8.3 shall apply.

Section 6: Volumes of Water Supplied.

The Authority shall supply through the Points of Transfer such volumes of Potable Water requested by the City on the basis of 24 hours per day as needed, subject to the following limits:

(i) a maximum of 150,000 gallons per day supplied at a maximum flow rate of 500 GPM (total from all Points of Transfer) and a pressure measured on the City's side of the terminal valve(s) of the respective Points of Transfer. It is mutually understood that the flow rate to the City and the pressure received by the City will vary according to the level of water in the Authority's tanks, system demands and other factors. (ii) The City shall have the right to increase the maximum daily volume and the flow rate during the Step 2 Period as provided in Section 7. Notwithstanding the volumes specified in this Section 6 the Authority shall provide, to the extent available, Potable Water as requested to satisfy the City's needs during the Step 1 Period.

Section 7: Option to Increase Volumes.

The City shall have the option to increase the maximum volume of Potable Water supplied at the Point of Transfer up to a total of 300,000 gallons per day at a flow rate of 500 GPM (total from all Points of Transfer) and a minimum pressure of 20 psi measured at the respective Points of Transfer, City side of the Terminal Valve (s) 24 hours per day/seven days per week. Option to increase may be exercised by the City one time a year, each year until full option amount has been reached or until January 31, 2010. If the City decides to exercise such option, The City shall give the Authority written notice of the exercise of said option by the end of January of said year to exercise said option. The following provisions shall apply to such notice:

- (a) Such notice shall specify the new maximum daily volume ("New Daily Volume"), which may range up to but not exceed 300,000 gallons per day, and

the date on which the New Daily Volume shall become effective (“New Volume Effective Date”).

- (b) Cost of exercising options to increase the maximum volume of Potable Water supplied at the Points of Transfer up to a total of 300,000 gallons per day shall be set at an increase of 10% of the Fixed Fee component of the charges for water supplied as stated in Section 8.2. Said increase shall be added to the Fixed Fee rate in effect at the time the option is exercised and shall be charged per month for each month thereafter throughout the remaining term of the Agreement.
- (c) Exception to Section 7 (b) shall be if the City exercises an option on or before January 31, 2003, there shall be no cost increase in the Fixed Fee rate. After January 31, 2003, the provisions of Section 7 (b) shall apply each and every time an option to increase the daily volume is exercised by the City.
- (d) Earliest date an option to increase the daily volume shall be in effect is March 1 following the end of January in which year the option is requested.
- (e) If the Authority, at any time after January 1, 2010, has a volume of up to 300,000 gallons per day available from the Bear Creek Reservoir (“Available Volume”) which has not yet been committed to another customer, the Authority shall, offer the Available Volume to the City by giving the City written notice of (i) the amount of the Available Volume, (ii) the rate stated for the Fixed Fee portion as set by the Authority and the then existing rate for the variable fee portion which added together shall constitute the new “Proposed Rate”, and (iii) the City share of any infrastructure cost necessary to deliver the Available Volume. For a period of thirty days after the City has received such notice, the City shall have the

option to increase the maximum daily volume of Potable Water supplied at the Points of Transfer by adding all or part of the Available Volume to their volume in effect at the time as defined in Sections 7 (b) and (c). If the City decides to exercise such option, the following provisions shall apply:

- (i) The City shall promptly give the Authority written notice of the exercise of such option, which notice shall comply with the requirements of Section 7(a).

Section 8: Charges for Water Supplied.

8.1 Elements. For each calendar month which occurs after the Reservoir In-Service Date, the amount charged by the Authority for services provided under this Agreement shall consist of the following elements: (i) a Fixed Fee, as described in Section 8.2; and (ii) a Variable Charge, as described in Section 8.3.

8.2 Fixed Fees.

- (a) The Parties acknowledge and agree that the Fixed Fee is intended to compensate the Authority for debt service incurred by Jackson County or the Authority to finance, through the issuance of revenue bonds or otherwise, the pro rata amount of the costs of the Bear Creek Reservoir to supply Potable Water to the City at the Points of Transfer and that the Fixed Fee shall be charged to and paid by the City in accordance with the rate structure specified herein for the Step 2 Period, regardless of the volume of Potable Water supplied to the City at the Point of Transfer during any given month. The amount of the Fixed Fee is as follows (i) \$

0.00 for each calendar month during the Step 1 Period; (ii) \$5,400 for each calendar month during the Step 2 Period.

- (b) In the event that the City exercises its option to increase the maximum daily volume as provided in Section 7, then the Fixed Fee for each calendar month during the Step 2 Period shall be adjusted according to the provisions of Section 7 (b) and 7(c) and the New Daily Volume specified by the City pursuant to Section 7. New Fixed Fee amount shall be in effect as stated in Section 7(d). The amount of the Fixed Fee for each such month shall be determined by adding (i) a monthly fee of \$5,400 to (ii) a monthly charge of \$36.00 per 1,000 gallons increase to the maximum daily volume (i.e. the New Daily Volume minus the previous maximum daily volume) plus 10% of the increase as calculated in (ii). Each time an option to increase the Daily Volume of water supplied to the City at the Points of Transfer, the cost of the option as stated in Section 7 (b) shall be added if options are exercised between the dates of February 1, 2003 and February 1, 2010. February 1, 2010 the provisions of Section 7 (e) shall apply.

8.3 Variable Charge. The Variable Charge for each calendar month shall be determined according to the volume of Potable Water supplied to the City at the Point of Transfer during such month and shall be calculated as follows:

- (a) During the Step 1 Period, the Variable Charge for each calendar month shall consist of the following: (i) the O&M Component, which is \$1.10 per 1,000 gallons; and (ii) the Cost of Water Component, which shall vary according to

the actual rate paid by the Authority to Commerce or Athens-Clarke, as the case may be, to purchase Potable Water which is supplied to the City at the Point of Transfer during such month. The Parties acknowledge and agree that the rate currently paid by the Authority to Commerce is approximately \$2.45 per 1,000 gallons and that the rate currently paid by the Authority to Athens-Clarke is approximately \$3.80 per 1,000 gallons. In determining the Cost of Water Component for each calendar month, the Authority shall calculate a blended rate with respect to any calendar month in which the Authority purchases Potable Water from both Commerce and Athens-Clarke and shall make no adverse distinction between the City and the Authority's other customers

(b) During the Step 2 Period, the Variable Charge for each calendar month shall consist only of the O&M Component. The initial O&M Component shall be determined according to the volume of Potable Water supplied to the City at the Point of Transfer as follows:

(i) If the City does not exercise its option to increase the maximum daily volume as provided in Section 7, the initial O&M Component is 1.10 per 1,000 gallons for the first 4,500,000 gallons of Potable Water supplied to the City at the Point of Transfer during such month and 2.90 per 1,000 gallons for any volume in excess of 4,500,000 gallons during said month.

(ii) If the City exercises its option to increase the maximum daily volume as provided in Section 7, the initial O&M Component is

1.10 per 1,000 gallons for the first 9,000,000 gallons (or such less amount as may be determined pursuant to Section 8.3(b)(iii)) of Potable Water supplied to the City at the Point of Transfer during such month and 2.90 per 1,000 gallons for any volume in excess of 9,000,000 gallons during said month (or such lesser amount as may be determined pursuant to Section 8.3(b)(iii)).

(iii) Recognizing that the New Daily Volume specified by the City pursuant to Section 7 may range from any number above 100,000 up to 300,000 the total gallons of Potable Water per month to which the \$1.10 O&M Component will apply would be adjusted as shown in Exhibit A, which is attached hereto and made a part of this Agreement.

(c) The initial O&M Component, as set forth in Section 8.3(b), is subject to annual adjustments after June 30, 2003, as follows:

(i) If the Authority experiences an increase in its costs to operate, maintain, and repair the Water System, the Authority may propose an increase in the amount of the O&M Component and shall give the City written notice of such increase. Such notice shall specify the amount of the proposed new O&M Component and the date on which the proposed new O&M Component would become effective and may be given annually on or after July 1 of each calendar year during the term of this Agreement (but, in no event, prior to July 1, 2003).

- (ii) Notwithstanding the provisions of Section 8.3(c)(i), any increase in the amount of the O&M Component under this Agreement shall not exceed the percentage increase in the amount of the O&M Component charged to the Authority's other customers.
- (iii) The proposed new O&M Component shall become effective on the date specified in such notice and shall remain in effect until the O&M Component is thereafter adjusted as provided in this Section 8.3(c).

Section 9: Billing and Payment.

9.1 Meter Reading. After the water meters are installed as provided in Section 4.2, the Authority shall read the water meters from time to time for the purpose of determining the volumes of Potable Water supplied to the City at the Points of Transfer. The Authority shall use such readings to prepare bills to the City, which shall be submitted as provided in Section 9.3. At any time during the term of this Agreement, the City may request that the Authority inspect and test the water meters. If such test determines that the tested water meter is not functioning properly or is not accurately measuring the volumes of Potable Water supplied to the City at the Point of Transfer, the Authority shall bear the cost of such test and shall adjust, according to the provisions of Section 9.2, any affected bill(s) previously submitted to the City. If such test determines that the water meter is functioning properly and is accurately measuring the volumes of Potable Water supplied to the City at the Point of Transfer, the City shall bear the cost of such test. The City shall have the right to have a representative present during any such inspection or testing.

9.2 Meter Failure. In the event that the water meter installed as provided in Section 4.2 fails to function properly or to measure accurately the volume of Potable Water supplied to the City at the Point of Transfer during any calendar month, the Authority shall repair or replace the water meter promptly (but, in no event, less than thirty days after such failure is discovered). With respect to any calendar month in which the water meter failed to function properly or to measure such volume accurately, the volume of Potable Water supplied to the City at the Point of Transfer during such month shall be determined by the most accurate method possible, which shall take into consideration the following factors: (i) the average monthly volume of Potable Water supplied during the immediately preceding twelve calendar months (if such information is available); (ii) the volume of Potable Water supplied during a prior calendar month in which weather conditions and operations at the Point of Transfer were reasonably comparable and in which the water meter functioned properly; and (iii) any leakage or loss of Potable Water due to broken or damaged piping in the New Infrastructure before the Point of Transfer.

9.3 Billing. For each calendar month during which Potable Water is supplied to the City at the Point of Transfer, the Authority shall prepare and submit to the City a bill, which shall be based on (i) the meter reading obtained as provided in Section 9.1 and (ii) the Fixed Fee and the Variable Charge applicable to such month, which shall be determined according to the provisions of Section 8.2 and 8.3. Such bills shall be mailed or delivered to the following address:

City of Hoschton
P.O. 61
Hoschton, Georgia 30548

or to such other address as the City may hereafter designate by written notice to the Authority.

- 9.4 Payment. The City shall pay each bill within thirty days after the bill is received and shall remit such payment to the following address:

Jackson County Water & Sewerage Authority
P.O. Box 869
Jefferson, Georgia 30549

Or to such other address as the Authority may hereafter designate by written notice to the City.

- 9.5 Remedies for Non-Payment. In the event that the City fails to pay any bill within thirty days after the bill is received, the Authority shall have the right to terminate water service to the City at the Point of Transfer under the following conditions: (i) the Authority has given the City fifteen days' written notice of the Authority's intention to terminate water service; and (ii) the City has failed to pay all past due amount (and any late charges due on such amounts) within such fifteen day period.

Section 10: Service Interruptions.

The Authority shall operate their Water System in a reasonable and customary manner; however, the Parties acknowledge that interruptions of service may occur, in which event the Authority shall take all reasonable means to restore the Water System to operation as soon as possible in accordance with good engineering practices.

Section 11: Force Majeure.

- 11.1 Definition of Force Majeure. For purposes of this Agreement, the term "force majeure" means any event or circumstance which (i) is beyond the reasonable control of the Party affected ("Affected Party"), (ii) occurs or exists without fault or negligence on the part of

the Affected Party, and (iii) prevents, wholly or in part, the Affected Party from performing its duties and obligations under this Agreement (other than obligations of the Affected Party to pay or expend monies for or in connection with its performance under this Agreement). Force majeure includes, but is not limited to, acts of God, fires, floods, droughts, earthquakes, windstorms, hurricanes, strikes, lockouts, explosions, riots, insurrections, acts of a public enemy, wars, acts of sabotage, actions or orders of governmental authorities (civil or military), and breakage of or damage to pipelines, machinery, or equipment.

- 11.2 Excuse by Force Majeure. Notwithstanding any other provision of this Agreement, a delay or failure on the part of the Affected Party in performing its duties and obligations under this Agreement shall be excused if, and to the extent, such delay or failure in performance is caused by force majeure but only during the continuance of such force majeure; provided, however, that written notice of such force majeure and the reason(s) therefore shall be promptly given by the Affected Party to the other Party; and provided further that the Affected Party shall act diligently in attempting to remove or eliminate such force majeure. In such event, neither Party shall be liable to the other party for any loss or damage caused by such force majeure; provided, however, that during the continuance of such force majeure, the City shall remain liable for payment of (i) the Fixed Fee, determined according to the provisions of Section 8.2, and (ii) the Variable Charge, determined according to the provisions of Section 8.3, with respect to the Volume of Potable Water, if any, which passes to the City through the water meter installed pursuant to Section 4.2.

11.3 Proration by the Authority. In the event that the Authority's ability to obtain and supply Potable Water to the City at the Point of Transfer is materially affected by force majeure, then the Authority shall prorate volumes of Potable Water then available to the Authority between the City and the Authority's other customers on the basis of their relative average consumption during the preceding twelve calendar months.

Section 12: Binding Effect; Assignments.

12.1 Binding Effect. This Agreement and all the terms and provisions hereof shall be binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties.

12.2 Assignments. Neither Party may assign its rights, duties, obligations, or interests under and in this Agreement without the non-assigning Party's prior written consent. Any purported assignment without such consent shall be null and void.

Section 13: Right of Resale.

The City may sell to any third parties, on such terms, as the City deems reasonable, all or part of the volumes of Potable Water supplied by the Authority to the City under this Agreement.

Section 14: Waiver.

The waiver by either Party of any provision or condition of this Agreement shall not be construed as, or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by both Parties. The failure by either Party to enforce or exercise, in any one or more instances, any right under this Agreement shall not be construed as, or deemed to be a waiver or relinquishment of such right in the future.

Section 15: Notices.

Except for bills (to be submitted as provided in Section 9.3) and payments (to be remitted as provided in Section 9.4), any notice, request, consent, demand, report, or statement from one Party to the other Party shall be in writing and shall be delivered in person or sent by overnight courier or certified mail (with postage prepaid) and properly addressed as follows:

- (a) If the notice is to the City, to:

Mayor
City of Hoschton
P.O. Box 61
Hoschton, Georgia 30548

Or to such other person or address as the City may hereafter designate by written notice to the Authority.

- (b) If the notice is to the Authority, to

Chairman
Jackson County Water & Sewerage Authority
P.O. Box 869
117 Martin Luther King Avenue
Jefferson, Georgia 30549

or to such other person or address as the Authority may hereafter designate by written notice to the City.

Section 16: Other Provisions.

16.1 Captions. The captions to sections of this Agreement are for convenience only and shall not be considered in construing the intent of the Parties.

16.2 Procedure for Resolving Claims.

- (a) All claims, disputes, defaults, interpretations, enforcement and other matters in question arising out of or relating to this contract or a breach or non-compliance

thereof (hereinafter called "claim") shall be decided by arbitration. The award rendered by the Board of Arbitrators shall be final and a judgment may be entered and enforced upon any party to this Agreement by any court having jurisdiction thereof.

- (b) To obtain arbitration, the complaining party shall comply with the following procedures:
- (i) If any party to this agreement has a claim against another party (hereinafter called "non-complaining party"), written notice of the "claim" must be sent to the non-complaining party by certified mail, return receipt requested.
 - (ii) If the non-complaining party disagrees with any part of said notice, the non-complaining party shall notify the complaining party in writing by certified mail, return receipt requested, within ten (10) days of receipt of said notice. Failure to give said notice within the time specified above shall constitute an admission of the allegations set forth in complaining party's notice. If the non-complaining party fails to correct the admission(s) within thirty (30) days after the date of said admission(s), then the complaining party may seek specific performance of the contract through the Superior Court of the County which has jurisdiction over the party admitting the allegations and reimbursement of all costs incurred.
 - (iii) If the parties are unable to resolve the "claim" within thirty (30) days from receipt of notice from the complaining party, then either party shall have

the right to request that the claim be submitted to the Board of Arbitration, as hereinafter defined, for final determination.

- (iv) A demand for binding arbitration may be made at any time within forty (40) days from receipt of the original notice from the complaining party by notifying the other party in writing by certified mail, return receipt requested.
- (v) The board of Arbitrators as referred to above shall be constituted and shall have the powers hereinafter stated:
- The Board of Arbitrators shall be composed of three members. One arbitrator shall be selected by complaining party, and one arbitrator shall be selected by non-complaining party.
 - Each party shall appoint their respective arbitrator within ten (10) days from receipt of notice from either party demanding arbitration. The two arbitrators will attempt to select a third arbitrator. If the two arbitrators selected by the parties are unable to select a third arbitrator within twenty (20) days from the date of said notice, then the third arbitrator shall be appointed by the Director of the Department of Natural Resources, Environmental Protection Division, of the State of Georgia. Said appointment shall be made by said Director within ten (10) days from receipt of written notice requesting that an appointment be made.

- The arbitrators shall notify each party of the date of the hearing which hearing shall be held no later than fifteen (15) days after the selection or appointment of the third arbitrator.
- Except as stated herein, the arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- If the Board of Arbitration finds that either party is in default or in non-compliance under any provision of this contract, then the party that has failed to comply with the terms of the contract shall have thirty (30) days from the date of the Board of Arbitration's findings and order in which to cure the defaults or non-compliance.

16.3 Severability. If any phrase, clause, sentence, paragraph, or section of this Agreement is adjudged invalid or unenforceable by any court of competent jurisdiction sitting in Georgia, such adjudication shall not affect the validity or enforceability of this Agreement as a whole; and the Parties shall promptly negotiate in good faith new provisions to replace such invalid or unenforceable provision and to restore this Agreement as nearly as possible to its original intent, purpose and effect.

16.4 Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to the subject matter of this Agreement. All prior agreements, promises, under standings, negotiations, discussions, and communications, whether oral or in writing, between the Parties with respect to the subject matter of this Agreement are merged into and superseded by this Agreement.

16.5 Time of Essence. Time is of the essence in this Agreement.

16.6 Amendments. No amendment, modification, or revision of the terms and conditions of this Agreement shall be effective or binding on either Party unless such amendment, modification, or revision is in writing and signed by an authorized officer or official of each Party.

16.7 Counterparts. This Agreement shall be executed in multiple counterparts, each of which shall be an original; but such counterparts shall constitute one and the same instrument

EXHIBIT A

Section 8.3(b)(iii) provides for the calculation of a Reduced Amount (in lieu of the amount of 9,000,000 gallons per month as set forth in Section 8.3(b)(ii)) in the event that the maximum daily volume specified by the City pursuant to Section 7 is less than 300,000 gallons. An example of the method of calculating the Reduced Amount is provided for purposes of illustration as follows:

- (a) Assume that the City has exercised its option to increase the maximum daily volume to 200,000 gallons per day at a flow rate of 500 GPM. Thus, the New Daily Volume in this example is 200,000 gallons.
- (b) Based on the New Daily Volume of 200,000 gallons, the Reduced Amount would be calculated by multiplying the New Daily Volume by 30 as follows:

$$200,000 \times 30 = 6,000,000$$

Thus, the Amount to be used in Section 8.3(b)(ii) would be 6,000,000 gallons/month.

The State of Georgia
Jackson County

Contract for Operations of the City of Hoschton
Water and Wastewater Facilities
By the Jackson County Water and Sewerage Authority

This CONTRACT entered into on the date and year hereinafter set forth between the Jackson County Water and Sewerage Authority hereinafter referred to as "Authority " and the City of Hoschton hereinafter referred to as "City".

This CONTRACT is entered into for the purpose of the Authority providing operation and maintenance of the City's water and sewerage systems hereinafter referred to as "City System".

For and in consideration of the mutual benefits flowing to and from each party the parties do hereby agree as follows:

1. The City is the owner of a water system and a sewerage system, both duly permitted by EPD and authority to provide service to the citizens of the City service areas as described in the provisions of H.B. 489 and service area agreement duly executed between the Jackson County Board of Commissioners and the City. A copy of the City's wastewater permit known as their NPDES permit and the City's Water system operations permits (collectively the "Permits") are incorporated into this contract by reference and made a part of this Agreement.
2. The City is in need of a certified water system operator and a certified sewer system operator to provide daily operation and maintenance of the City's respective water and sewer systems.
3. The Authority warrants it has expertise, knowledge, and manpower sufficient to operate the City's water and sewerage systems within the Permits herein referred to, and all applicable State of Georgia and United States regulations.
4. For a period of one year beginning April 1, 2010 the Authority agrees to provide the following services to the City:
 - a. Operate the City's water and sewerage systems in accordance with the City's Permits.
 - b. Comply with all terms and conditions of the Permits and the applicable State and Federal regulations.
 - c. Pay any fines or penalties imposed by any regulatory agency for failure of the systems to comply with the Permits within the limits as set forth in the Permits, so long as the failure to meet the requirements is deemed the responsibility of the Authority and not the responsibility of the City. In the event the failure to meeting the Permits' requirements are the result of the failure of the City to approve and pay for capital expense items and other costs recommended by the Authority, the City shall be solely responsible for and pay any fines or penalties imposed by any regulatory agency. In the event of a dispute between the Authority and the City relative to payment of fines or penalties, the parties shall enter

into mediation in an effort to resolve their differences in accordance with the provisions set forth in subparagraph (f) of this paragraph.

1. City shall indemnify the Authority for any regulatory action that may be forthcoming against the City due to operational or administrative errors which occurred prior to the date of this Contract, as well as any legal action that may result from planned treatment plant expansion by any of the Siemens' companies and associated vendors, engineers and contractors.
- d. Provide to the City in written form requests for approval to incur any capital expense items and other additional costs as well as a time line for date(s) such items(s) is/are needed that is necessary in order for the Authority to meet the requirements of this agreement and of the Permits.
- e. Submit reports to the City by the 10th day of each month for the immediate preceding month, substantiating its operation of the water and sewerage systems in accordance with the Permits and all State and Federal regulations. The reports shall include but not be limited to the following:
- 1) Discharge monitoring report and other data as required to be submitted to EPD for the purpose of compliance with the City's NPDES permit.
 - 2) Water monitoring report on forms approved by the City and EPD reflecting the required monitoring of the total of the water usage by the City as purchased from the Authority at the one point of interconnection and of the City's emergency point of interconnection with the City of Braselton.
 - 3) Submit written summary reports to the City outlining the following:
 - a) Any additional maintenance or capital expenditures incurred for the month
 - b) Problems incurred with operations
 - c) Violations incurred with the permits
 - d) Items of maintenance and capital expenditures anticipated by the Authority for the upcoming month
- f. Submit a proposed budget to the City on an annual basis on or before October 1 of each year which budget sets forth the proposed base cost to the City to operate and maintain the water and sewerage system according to the contract. This budget shall set forth the expenses from January 1 through December 31 of each year or part thereof for which this contract is in effect. The City shall have final approval of the proposed budget. In the event of a dispute between the Authority and the City over any item in the proposed budget, the parties have an option of entering into mediation in an effort to resolve their differences or either party may declare this contract terminated at any time upon giving ninety (90) days prior written notice.
- g. The budget for operations is hereby established by the parties as per the attached Exhibit "A" which is incorporated herein by reference and made a part of this Agreement. By execution of this Agreement both parties agree to this budget for the fiscal year beginning

with the effective date services are to be provided by the Authority pursuant to this Agreement.

- h. In consideration for services rendered by the Authority pursuant to this Agreement, the City agrees to pay to the authority the total sum of the annual budget as reflected in Exhibit "A" to this Agreement in equal monthly payments, the first payment becoming due and payable thirty (30) days after the date set forth in Paragraph 4 herein. Additional sums approved by the City for capital expense items and other additional costs shall be paid to the Authority within (30) days from billing date.
- i. Scope of Services Provided by Authority: See Exhibit "A".
- j. Special Requirements: Inventory for emergencies shall be funded by the City based on the existing condition, material, and equipment in service. Guidelines shall be provided by Authority to fund an inventory at a cost not to exceed \$10,000.00 (ten thousand dollars) within the time frame of this Agreement. These inventory items are to be stored on property owned by the City and readily accessible to the Authority. The inventory remains an asset of the City to include all accounting responsibilities.
- k. Mediation: In an effort to resolve any conflicts that arise during Contract Term, the City and the Authority agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The City and the Authority further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Contract and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

- 5. The City may terminate this agreement upon the happening of any of the following events.
 - a. Authority's failure to operate the water and sewerage systems in accordance with the Permits as required by Paragraph 4a above.
 - b. Authority's failure to comply with all terms and conditions of the Permits and the applicable State and Federal regulations required in Paragraph 4b above.
 - c. Authority's failure to pay any fines or penalties imposed by any regulatory agency as required in Paragraph 4c above.
 - d. Authority's failure to submit reports to the City by the end of each month which substantiates its operations of the water and sewerage systems are in accordance with

the Permits and all
State and Federal regulations as required in Paragraph 4e above.

- e. Authority's failure to submit a budget to the City on an annual basis on or before October 1 of each year as required by Paragraph 4(f) above.
 - f. Authority's failure to perform any other covenant or condition of this Agreement.
6. The Authority may terminate this Agreement upon the happening of any of the following events.
 - a. City's failure to provide payment to Authority in accordance with the terms of this Agreement, and specifically subparagraph 4(h).
 - b. City's failure to approve and /or pay for any capital expense or other additional costs that is necessary in order for the authority to meet the requirements of this Agreement and to meet the requirements of all Permits pertaining to the operation and maintenance of City's water system and sewer system.
 - c. Failure by the City to perform any of the covenants or conditions required by this Agreement.
 7. Either party may terminate this Agreement without cause upon providing ninety (90) days written notice of termination to the other party.
 8. In the event either party exercises its right to terminate this contract, it shall do so by placing a notice of termination in the United States mail as detailed in Paragraph 9 below. Termination is effective ninety (90) days immediately following the date notice is received by the other party unless otherwise provided for herein.
 9. All notices which may be sent to the parties under this contract shall be sufficiently given when sent by certified mail, return receipt requested to the following addresses unless a change of address has been submitted in writing by either party to the other party.

To the City:

Office of the Mayor
City of Hoschton
79 City Square
P.O. Box 61
Hoschton, Georgia 30548

To the Authority:

Office of the Manager
Jackson County Water and Sewerage Authority
117 MLK Ave.
P.O. Box 869

Jefferson, Georgia 30549

10. The failure of either party to this contract to insist on the performance of any of the terms and conditions of this contract or the waiver of any breach of any of the terms and conditions of this contract shall not be construed as thereafter waiving such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
11. Any modification of this contract or additional obligation assumed by either party in connection with this contract shall be binding only as evidenced in writing signed by an authorized representative of both the City and the Authority.
12. This contract contains the entire agreement between the parties and any prior understanding or representation at any time proceeding the date of this contract shall not be binding on either party. This contract has been negotiated at arms length. Accordingly, any law, statute, legal decision, or common law principal that would require interpretation of any ambiguities in this contract against the party that has drafted it is not applicable and is waived.
13. The parties agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.
14. In the event that one or more of the provisions contained in this contract shall for any reason be held by a Georgia court to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and the remaining terms of this contract shall be construed as if such invalid, illegal or unenforceable reasons were never contained herein.
15. Either party's obligations under this contract shall not be assignable in whole or in part without the assigning party first obtaining the written consent of the other party.
16. The parties have read the foregoing Agreement, and by affixing their signatures as indicated below acknowledge agreement to all the terms of this Agreement executed this 6 date of April, 2010.

Jackson County Water & Sewerage Authority

By: Randall Pugh
Randall Pugh, Chairman

[Seal]

City of Hoschton

By: Erma Denney
Erma Denney, Mayor

[Seal]

Each Authority employee	\$35.00/hour
Dump truck and excavator	\$70.00/hour
Hydraulic sewer line cleaner	\$50.00/hour
Materials	Reimbursement to Authority at cost

GENERAL

The operation of water and sewer services for the City of Hoschton by Jackson County Water and Sewerage Authority will be performed by Georgia Certified Operators. Included in the scope of their work will be the daily operations, routine maintenance, process control and identification of major problems. Any major problems, or potential major problems, will be reported to the City by the Authority in writing as it becomes known.

NOTE: Any additional sampling/analysis that may be required in instances not directly related to actual system operations or to satisfy future regulatory requirements is not included in the base cost. If requested by City, this will be done by the Authority at its cost to be reimbursed by City.

INTERGOVERNMENTAL CONTRACT ON NORTH OCONEE RIVER
AND PARKS CREEK RESERVOIR

STATE OF GEORGIA,

JACKSON COUNTY.

This contract made and entered into between the City of Jefferson, Georgia, hereinafter referred to as "Jefferson," Jackson County, through its governing body, the Jackson County Board of Commissioners, hereinafter referred to as "the County," and the Jackson County Water & Sewerage Authority, hereinafter referred to as the "Water and Sewer Authority."

This contract is entered into pursuant to the authority granted in Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, 1983 which authorizes local governments and a public authority to enter into contracts for the provision of services for a period not exceeding fifty (50) years.

The parties to this contract each have an interest in providing sufficient water for its citizens and having sufficient financial resources to develop the infrastructure necessary to provide sufficient water.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing to each party from this contract, the parties agree as follows:

1.

Jefferson desires to obtain a withdrawal permit from the Georgia Department of Natural Resources, Environmental Protection Division, to allow it to withdraw water from the North Oconee River to develop a reservoir on Parks Creek so that Jefferson will have an alternate source

of water for its citizens. The County and Water & Sewer Authority will fully support Jefferson's application to obtain the withdrawal permit.

2.

Should Jefferson obtain the withdrawal permit, it intends to contract with a private enterprise to build a reservoir on Parks Creek to hold the water withdrawn from the North Oconee River before the water is treated by Jefferson for use as potable water.

3.

The County, for its future needs, wishes to obtain a twenty-five (25%) percent interest in the North Oconee River and Parks Creek reservoir project.

4.

Should Jefferson obtain the withdrawal permit, the County will pay Jefferson the following:

- (a) twenty-five (25%) percent of the cost of obtaining the withdrawal permit;
- (b) Jefferson is required to pay a private enterprise for a minimum of one million (1,000,000) gallons per day withdrawal from the reservoir built by the private enterprise at the rate of fifty (50) cents per one thousand (1,000) gallons. The County will pay twenty-five (25%) percent of the one million (1,000,000) gallons per day at the rate of fifty (50) cents per one thousand (1,000) gallons per day minimum. However, whenever and for whatever period of time Jefferson withdraws the minimum one million (1,000,000) gallons per day from the reservoir, Jackson County will not pay its twenty-five (25%) percent share;

(c) the County will have the option to pay its twenty-five (25%) percent share of the cost of a part of or all of the infrastructure required to be built to withdraw its twenty-five (25%) percent share of the water from the North Oconee River either at the time of the initial construction of the infrastructure or at a later date, whichever the county determines to be financially feasible.

5.

Upon payment of the costs set out in paragraph 4, the County will own twenty-five (25%) percent of the maximum number of gallons Jefferson is permitted to withdraw from the North Oconee River. In the event the County wishes to have Jefferson treat its water, the County will pay Jefferson a rate to be determined at that time for Jefferson to treat the County's water.

6.

Jefferson shall have the right to buy water from the County's Bear Creek Reservoir when it comes on line at an initial rate of two and 10/100 (\$2.10) dollars per one thousand (1,000) gallons up to a maximum of three hundred thousand (300,000) gallons per day. The rate will be adjusted each time the County adjusts its rate based on the same criteria used to determine the initial rate.

2.30
Jan, 2005
↑ 2.30/100

7.

This contract will be effective for a period of fifty (50) years beginning February ____, 2000.

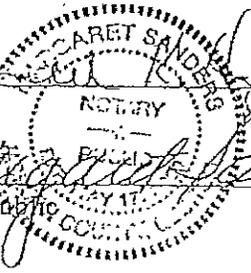
IN WITNESS WHEREOF, the parties to this contract have set their hands and seals on the day and year hereinafter set forth.

CITY OF JEFFERSON

BY: [Signature]
Byrd Bruce - Mayor

ATTEST: [Signature]
Clerk

Signed, sealed and delivered on the
28th day of February, 2000 in the presence of:

[Signature]
Witness
[Signature]
Notary Public


JACKSON COUNTY

BY: [Signature]
Jerry Waddell - Chairman

ATTEST: [Signature]
David Bohanan - Clerk

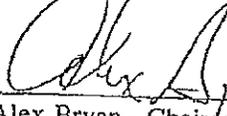
Signed, sealed and delivered on the
____ day of February, 2000 in the presence of:

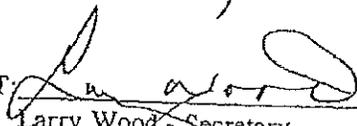
[Signature]
Witness

[Signature]
Notary Public

HELEN J. MOTIES
Notary Public, Jackson County, Georgia
My commission expires April 14, 2000

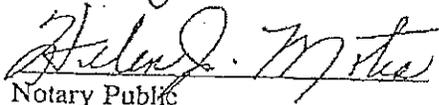
JACKSON COUNTY WATER & SEWER
AUTHORITY

BY: 
Alex Bryan - Chairman

ATTEST: 
Larry Wood - Secretary

Signed, sealed and delivered on the
18th day of February, 2000 in the presence of:


Witness


Notary Public

HELEN J. MOTES
Notary Public, Jackson County, Georgia
My commission expires April 14, 2000

INTERGOVERNMENTAL CONTRACT ON SEWER SERVICES

STATE OF GEORGIA,

JACKSON COUNTY.

This contract made and entered into between the City of Jefferson, Georgia, hereinafter referred to as "Jefferson," Jackson County, through its governing body, the Jackson County Board of Commissioners, hereinafter referred to as "the County," and the Jackson County Water & Sewerage Authority, hereinafter referred to as the "Water & Sewer Authority."

This contract is entered into pursuant to the authority granted in Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, 1983, which authorizes local governments and a public authority to enter into contracts for the provision of services for a period not exceeding fifty (50) years.

The parties to this contract each have an interest in providing sufficient waste water treatment facilities for its citizens and having sufficient financial resources to develop the infrastructure necessary to provide sufficient water.

There is presently pending in Jackson County Superior Court a condemnation proceeding by all parties to this contract against Water Wise, Inc., et al., Civil Action No. M99-CV-733, hereinafter referred to as the "condemnation proceeding." The condemnation proceeding seeks to condemn a waste water treatment facility located in the city limits of Jefferson known as the "Texfi" waste water treatment facility, hereinafter referred to as the "Texfi facility," a description

of which is attached as Exhibit A and made a part of this contract by reference. Each party to this contract has an interest in the successful conclusion to the condemnation proceeding.

Should the condemnation proceeding be successful, the parties to this contract will jointly own the Texfi facility. The parties wish to define their respective interests by entering into this contract. The implementation of this contract is dependent upon the successful conclusion of the condemnation proceeding such that the parties to this contract acquire ownership of the Texfi facility. Upon acquiring ownership of the Texfi facility, for and in consideration of the mutual benefits flowing to each party from this contract, the parties agree as follows:

1.

Jefferson will quitclaim its interest in the Texfi facility to the County.

2.

Jefferson will have the right to have up to one hundred thousand (100,000) gallons of waste water treated at the Texfi facility. The strength of the waste water into the facility will be at residential strength in regard to load or BOD's. A meter will be installed to measure the City's flow into the Texfi facility.

3.

The County will have the right to have up to one hundred thousand (100,000) gallons of waste water treated at Jefferson's I-85 waste water treatment facility. The strength of the waste water into the facility will be at residential strength in regard to load or BOD's. The County will be allowed points of transfer on the east and west sides of U.S. Highway 129. The County will

pay the costs of installing its points of transfer. Meters will be installed to measure the County's flow into the City's waste water treatment facilities.

4.

Jefferson will allow waste water from the Texfi Industries, Inc. Jefferson Mills manufacturing plant to be discharged into Jefferson's waste water transmission line and transmitted to the Texfi facility so as to allow the County to honor the Wastewater Treatment Agreement entered into as of June 28, 1999 between Water Wise, Inc. and Texfi Industries, Inc., a copy of which is attached as Exhibit B and made a part of this contract by reference. The County will pay Jefferson a wheeling fee of forty-one (41) cents per one thousand (1,000) gallons for transmitting the waste water from the Texfi Industries, Inc. Jefferson Mills manufacturing plant to the Texfi facility. A meter will be installed at a location agreed on by Jefferson and the County to determine the amount due Jefferson by the County for the wheeling fee.

5.

Until Jefferson and County each treat one hundred thousand (100,000) gallons of waste water, whichever entity treats more waste water than the other, will pay for the difference at Jefferson's then prevailing waste water treatment rate per thousand gallons less twenty-five (25%) percent.

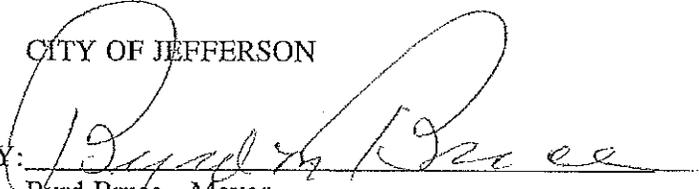
6.

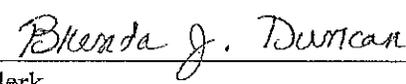
The County will be responsible for all costs of the condemnation proceeding incurred after this contract is executed by Jefferson. The County will be solely responsible for the condemnation price of the Texfi facility as determined by the successful conclusion of the condemnation

proceeding. The parties will continue to cooperate and participate in the condemnation proceeding until the ultimate conclusion of the condemnation proceeding.

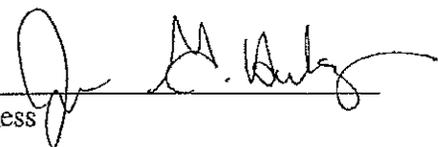
IN WITNESS WHEREOF the parties to this contract have set their hands and seals on the day and year hereinafter set forth.

CITY OF JEFFERSON

BY: 
Byrd Bruce - Mayor

ATTEST: 
Clerk

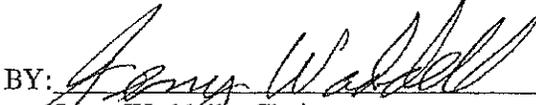
Signed, sealed and delivered on the
18th day of February, 2000 in the presence of:

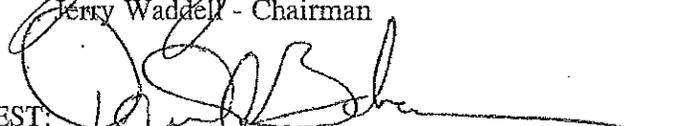

Witness


Notary Public

HELEN J. NOTES
Notary Public, Jackson County, Georgia
My commission expires April 14, 2000

JACKSON COUNTY

BY: 
Jerry Waddell - Chairman

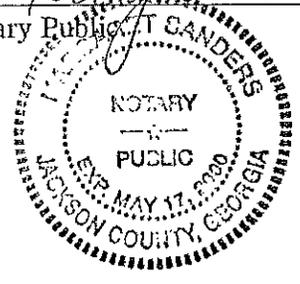
ATTEST: 
David Bohanan - Clerk

Signed, sealed and delivered on the

28th day of February, 2000 in the presence of:

Ronald K. Hyle
Witness

Margaret Sanders
Notary Public



JACKSON COUNTY WATER & SEWERAGE AUTHORITY

BY: Alex Bryan
Alex Bryan - Chairman

ATTEST: Larry Wood
Larry Wood - Secretary

Signed, sealed and delivered on the
18th day of February, 2000 in the presence of:

[Signature]
Witness

Helen J. Motes
Notary Public

HELEN J. MOTES
Notary Public, Jackson County, Georgia
My commission expires April 14, 2000

EXHIBIT A

All that tract or parcel of land, together with all improvements thereon, lying and being in the City of Jefferson, 245th G.M.D., Jackson County, Georgia, containing 26.295 acres, more or less, and being more particularly described on a plat of survey prepared by Paul Borders, Georgia registered land surveyor, dated February 4, 1999, entitled "Survey for Water Wise, Inc.," recorded in Plat Book 54, page 73, Jackson County Clerk of Superior Court records, which plat and record are by reference incorporated herein.

EXHIBIT B

WASTEWATER TREATMENT AGREEMENT

THIS WASTEWATER TREATMENT AGREEMENT ("Agreement") is made and entered into as of June 28, 1999, by and between WATER WISE, INC. ("Water Wise"), a corporation, and TEXFI INDUSTRIES, INC. ("Texfi"), a corporation, upon the following terms and conditions:

WHEREAS Texfi has contracted to sell and Water Wise has agreed to purchase certain real property as described in on Exhibit "A" attached hereto and made a part hereof by reference (the "Property"), consisting of approximately 26.41 acres of land and all improvements thereon, together with all rights-of-way, privileges and appurtenances pertaining thereto, including any right, title and interest of Texfi in and to any street adjoining any portion of the Property; and

WHEREAS Section 12 of the Purchase and Sale Agreement ("Property Contract") previously referenced requires that Water Wise and Texfi enter into an agreement for the treatment of wastewater as part of the consideration paid by Water Wise under the Property Contract;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in consideration of the mutual promises and covenants contained in the Property Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. AGREEMENT TO TREAT WASTEWATER:

On the terms and subject to the conditions contained in this Agreement, Water Wise agrees to treat the wastewater from Texfi's Jefferson Mills Plant (the "Plant") beginning on the date of closing of the Property Contract ("Closing Date"). Said treatment shall comply in all respects with all applicable laws, ordinances, regulations or other governmental requirements ("Applicable Law"), whether the same be federal, regional, state or local and whether the same applies to Texfi's water waste or all water waste being treated by Water Wise at the Plant if such Applicable Law might result in some measure of liability to Texfi. To the fullest extent permitted by law, Water Wise hereby agrees to indemnify, defend, protect and hold harmless Texfi and every entity affiliated with Texfi and all of its respective officers, directors, shareholders, employees, agents and independent contractors (collectively "the Indemnitees") against all demands, claims, liabilities, obligations, costs and expenses, including reasonable attorney's fees and costs incurred by any one of them, which may be asserted at any time relating to Water Wise's failure to comply with any and all applicable rules, regulations, laws or other governmental requirements in treating any and all wastewater pursuant to this Agreement, whether such rules, regulations, laws or requirements be regional, state or local, and whether they apply to Texfi's wastewater or all wastewater being treated by Water Wise.

2. TERM OF AGREEMENT:

Water Wise agrees to treat the wastewater of Texfi as contemplated and required by Section 1 above for a period of twenty (20) years from the Closing Date. At the expiration of the twenty (20) year term provided herein, this Agreement shall have been completely performed and all obligations related to this Agreement or required by the Property Contract as part of this Agreement shall cease to exist.

3. COST OF TREATMENT AND FLOW OF WASTE WATER:

Water Wise agrees to treat the wastewater of Texfi as contemplated and required by Sections 1 and 2 above at no cost to Texfi. Said agreement to treat Texfi's wastewater without cost to Texfi is based on and given in consideration of Texfi's having provided a good faith estimate that it will produce approximately Twenty Thousand (20,000) gallons per day of wastewater ("Estimated GPD").

4. FLOW OVER ESTIMATED GPD:

4.1 Increased Flow:

Texfi agrees not to increase significantly its flow of wastewater over the Estimated GPD without the prior written consent of Water Wise, which consent shall not unreasonably be withheld. As part of the consideration for Water Wise's agreement not to withhold unreasonably its consent to allow increased flow over the Estimated GPD, Texfi acknowledges and covenants that:

a) it understands and agrees that the Plant will be utilized by Water Wise for providing wastewater treatment service to various customers of Water Wise other than Texfi;

b) it understands that a significant increase in wastewater flow from a manufacturing facility the size of Texfi's Jefferson Mills facility could have serious consequences for Water Wise's ability to service its other customer with the Plant;

c) it will give reasonable notice to Water Wise of any intention to modify its Jefferson Mills facility which might result in increased flow to allow Water Wise sufficient time to determine whether it can accommodate such increased flow; and

d) it will give Water Wise immediate notice of any emergency situation which has resulted, is resulting, will result or might result in a significant increase in flow over the Estimated GPD.

4.2 Significant Increase; Cost/Price of Increased Flow:

4.2.1 Definition of Significant Increase

"Significant increase" shall mean an increase to more than forty thousand gallons per day (40,000 gpd). However, nothing in this Section 4.2.1 shall be construed as excusing Texfi's compliance with its good faith obligations under the previous sections of this Agreement regarding its Estimated GPD.

4.2.2

Texfi agrees that it will pay to Water Wise market price for the treatment of all waste water over forty thousand gallons per day (40,000 gpd). Market price shall be determined by the current market conditions at the time of the treatment of the increased wastewater flow.

5. ACCESS TO WASTEWATER LINES:

Texfi agrees that Water Wise shall have unfettered access to any and all wastewater lines through which wastewater travels from Texfi's Jefferson Mills facility for the purpose of inspection, maintenance and/or replacement of said lines at any and all times, and Texfi acknowledges and agrees that allowing water Wise such unfettered access to said waste water lines is part of the consideration for Water Wise's agreement to treat Texfi's wastewater. Water Wise shall defend, indemnify and hold Texfi harmless from any claims, demands, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, for personal injury or property damage incurred by reason of, or arising out of, such entry upon Texfi's property for such inspection, maintenance or replacement work. Water Wise hereby agrees to and shall defend, protect and indemnify and hold Texfi harmless of, from and against any and all liabilities, suits, claims, losses, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and costs, and damages sustained by or asserted against Texfi, including, but not limited to, physical damage, physical injury to Water Wise's employees or agents or contractors and any mechanics' and materialmen's liens, caused as a result or arising out of or in connection with any inspection, maintenance or replacement work conducted by Buyer or its agents.

6. NOTICES

Any notices required or permitted to be given by this Agreement shall be mailed via certified mail, return receipt requested, postage prepaid, personally delivered, shipped via Federal Express or other "next day" courier delivery or sent by facsimile transmission, as follows:

WATER WISE: Water Wise, Inc.
10450 Jones Bridge Road
Alpharetta, Georgia 30022
Attention: Jerry Wickliffe
Telephone No.: (770) 448-1515
Facsimile No.: (770) 667-5998

With copy to:

Tolbert & Elrod, LLC
62 Washington Street
Jefferson, Georgia 30549
Attention: Christopher D. Elrod
Telephone No.: (706) 367-5290
Facsimile No.: (706) 367-2801

TEXFI: Texfi Industries, Inc.
1430 Broadway
New York, New York 10018
Attention: Robert P. Ambrosini
Telephone No.: (212) 930-7207
Facsimile No. (212) 930-7208

With copy to:

Schell Bray Aycock Abel & Livingston P.L.L.C.
230 North Elm Street, Suite 1500
P.O. Box 21847 (27420)
Greensboro, North Carolina 27401
Attention: William P. Aycock II
Telephone No.: (336) 370-8803
Facsimile No. (336) 370-8830

Notice duly delivered in the manner described above shall be deemed received (a) three (3) business days following mailing via certified mail, return receipt requested, or (b) one (1) business day after timely deposit with a generally recognized overnight courier service for next business day delivery, or (c) upon actual receipt of notice, whichever is earliest. The parties shall promptly give

written notice to each other as provided in this Section 10 of any change of address or facsimile number, and personal delivery, mailing, shipment to the addresses or facsimile transmission to the numbers set forth above shall be deemed sufficient unless written notification of a change of address or facsimile number has been received.

7. HEADINGS AND SECTIONS:

The use of headings in this Agreement is for convenience and reference purposes only and is not intended to limit, expand or otherwise define the parties' respective obligations. The use of sections is for convenience and organizational purposes only and is not intended to create a severable contract.

8. TIME IS OF THE ESSENCE:

Time is of the essence in the performance of all terms and conditions and other obligations, including the giving of required or permitted notices, under this Agreement.

9. GOVERNING LAW:

The performance and interpretation of this Agreement shall be governed by the laws of the State of Georgia.

10. ILLEGALITY/SEVERABILITY:

In the event any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall nevertheless be carried into effect and the defective provision shall be deemed amended to comply with such rule, law or statute rendering same illegal or unenforceable.

11. NO JOINT VENTURE:

The relationship of the parties hereunder is and will be that of service provider and customer, and none of the provisions of this Agreement are intended to create any relationship other than service provider and customer. No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party.

12. DEFINITION OF "CONTRACT DATE":

For purposes of this Agreement, the phrase "Contract Date" refers to that date on which Water Wise and Texfi have executed this Agreement or if not executed on the same date, the date of the later execution. The Contract Date may or may not coincide with the reference date appearing on the first page of this Agreement.

13. FURTHER ASSURANCES:

Each party shall execute such further documents, papers and instruments and take such further action as is reasonable, necessary, appropriate or helpful in light of future necessities that may arise in order to carry out the purposes and intent of this Agreement.

14. WAIVER:

The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

15. ASSIGNMENT:

The terms and conditions of this Agreement shall be binding upon and inure to the benefit of both Water Wise and Texfi and their respective successors and assigns. As provided in the deed for the property, during the term of this Agreement, this Agreement shall run with and be a benefit to Texfi's Jefferson Mills Plant property and shall be a burden upon the property conveyed by Texfi to Water Wise.

16. ENTIRE AGREEMENT:

This Agreement states the entire agreement between parties, and there are no promises, representations or agreements, other than those herein contained, either oral or written, which have been made or relied upon.

17. FAILURE TO CLOSE PROPERTY CONTRACT:

In the event that the Closing fails to occur under the Property Contract, this Agreement shall be null and void and shall be of no force and effect by and/or between the parties, and neither party shall have any recourse against the other under this Agreement. Their remedies shall be limited to those under the Property Contract.

18. AMENDMENTS:

Any changes or amendments hereto must be made in writing and signed by both parties.

19. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. EXHIBITS:

Attached hereto and incorporated herein by this reference are the following Exhibits:

EXHIBIT A LEGAL DESCRIPTION OF THE REAL PROPERTY

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement.

SELLER:
TEXFI INDUSTRIES, INC.

By: [Signature]
Its: Texfi, Inc.
Dated: 1-8-99

BUYER:
WATER WISE, INC.

By: [Signature]
Jerry Wickliffe
President
Dated: June 6, 1999

[Signature]
June 29, 1999

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

The land referred to in this Agreement is situated in the State of Georgia, County of Jackson, and is described as follows:

BEGINNING at an iron pipe, being the northeastern corner of a 26.41 acre tract (the "Principal Tract"), also located in the northwestern corner of Lot 3 Oconee Ridge subdivision, and in the southern right-of-way of Georgia Highway 11; thence along the common boundary between the Principle Tract and Lot 3, South 01° 1 09' 23 " East 164.08 feet to a iron pipe; thence South 6° 19' 26" West 121.22 feet to an iron pipe; thence South 6° 26' 33" West 51.37 feet to an iron pipe; thence South 09° 30' 24" East 91.92 feet to an iron pipe; thence South 57° 08' 36 " East 69.44 feet to an iron pipe; thence South 03° 28' 31 " East 77.71 feet to an iron pipe; thence along the western margin of Adela Court, South 24° 24' 29" East 29.40 feet to an iron pipe; thence leaving the western margin of Adela Court and with the northern line of lot 13 Oconee Ridge Subdivision, South 69° 35' 12" West 199.39 feet to an iron pipe; thence with the western line of Lot 13, South 19° 13' 42" East 150.03 feet to an iron pipe; thence with the western line of Lot 14, South 19° 10' 24" East 176 feet to an iron pipe in the line of Edward Wallis and Randall Todd (now or formerly); thence with the line of Wallis and Todd, South 56° 13' 00" West 960.00 feet to an iron pipe set; thence South 56° 13' 00" West 36.13 feet to a point in the centerline of the Middle Oconee River; thence along the centerline of the Middle Oconee River the following courses and distances: North 21° 12' 43" West 219.00 feet to a point; North 20° 00' 18" West 368.47 feet to a point; North 18° 04' 44" West 325.17 feet to a point; North 40° 19' 51 " West 230.29 feet to a point in the southern right-of-way of Georgia Highway No. 11; thence leaving the centerline of the Middle Oconee River and along the southern right-of-way of Georgia Highway No. 11 the following courses and distances: North 56° 33' 20" East 124.34 feet to a point; thence North 60° 10' 34" East 101.29 feet to a point; North 64° 39' 22 East 98.73 feet to a point; North 68° 36' 35" East 102.56 feet to a point; North 72° 41' 17 East 86.83 feet to a point; North 75° 47' 29 " East 93.33 feet to a point; then North 77° 29' 18" East 259.94 feet to a point; North 77° 02' 17" East 114.35 feet to a point; North 75° 16' 53" East 86.61 feet to a point; North 72° 29' 52" East 85.42 feet to a point; North 69° 18' 36" East 98.76 feet to a point; thence North 66° 20' 30" East 75.65 feet to a point; thence 64° 12' 54" East 51.90 feet to the point and place of BEGINNING as shown on a survey for Jefferson Mills Incorporated and Barclay Commercial Corporation, prepared by W.T. Dunahoo and Associates, Inc. dated August 23, 1990.

**AMENDMENT TO INTERGOVERNMENTAL CONTRACT
ON SEWER SERVICES**

STATE OF GEORGIA

JACKSON COUNTY

This amendment to intergovernmental contract on sewer services is made and entered into this 21 day of ^{MARCH} ~~February~~, 2005 between the City of Jefferson, Georgia, (hereinafter referred to as "Jefferson") and the Jackson County Water and Sewerage Authority (hereinafter referred to as the "Water and Sewer Authority"). (Jefferson and the Water and Sewer Authority are collectively referred to as the "Parties" and individually as a "Party.")

WHEREAS, the Parties previously entered into that certain intergovernmental contract on sewer services dated February 18, 2000 pursuant to the authority granted in article 9, section 3, paragraph 1 (b) of the Constitution of the State of Georgia, 1983, which authorizes a City and a Public authority to enter into contracts for the provision of services for a period of not to exceed 50 years (the "Original Agreement"); and

WHEREAS the Original Agreement provided the County the right to treat up to one hundred thousand (100,000) gallons of waste per day at Jefferson's I-85 waste water treatment facility, and also provided Jefferson the right to treat up to one hundred thousand (100,000) gallons of waste per day at the Water and Sewer Authority's Middle Oconee waste water treatment plant with additional provisions for payment of fees and charges as well as limitations on waste strengths and other administrative matters, all of which remain unchanged and are incorporated by reference into this Amendment; and

WHEREAS Jefferson plans to expand its Central City waste water treatment facility, which will provide an additional one million (1,000,000) gallons per day in treatment capacity, and has completed plans and permits; and

WHEREAS Jefferson plans to begin the above-noted expansion in March 2005, with an estimated completion date in February, 2006; and

WHEREAS Jefferson has presently allocated all of its existing capacity for residential development and continues to have a continuous demand for sewer capacity; and

WHEREAS Jefferson desires to contract with the Water and Sewer Authority for interim treatment capacity, until such time that the Central City facility can be completed; and

WHEREAS Jefferson is currently pumping waste water from its West Jefferson pumping station to its Central City Facility for treatment in the average amount of fifty five thousand (55,000) gallons per day.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby amend the Original Agreement as follows:

1.

The Water and Sewer Authority agrees to grant Jefferson the right to utilize interim treatment capacity in the Middle Oconee Waste water treatment facility in the amount of not to exceed seventy five thousand (75,000) gallons per day above the current limit of one hundred thousand (100,000) gallons per day, for a total interim treatment capacity of One Hundred Seventy Five Thousand (175,000) gallons per day.

2.

This Amendment shall be effective for a period of one (1) year beginning from the date of this agreement is first executed by both Parties. The Parties may extend this Amendment for an additional ninety (90) days upon mutual consent of both Parties in writing. Upon the expiration of the effective dates of this Agreement, as possibly extended from time to time, the Parties shall revert back to and be bound by all terms and conditions of the Original Agreement, including but not limited to the maximum capacity of 100,000 gallons per day.

3.

Jefferson shall pay the rate specified in the Original Agreement for the first one hundred thousand (100,000) gallons per day utilized by Jefferson. For any additional capacity utilized by Jefferson per day over 100,000 gallons (up to a maximum of 175,000 gallons), Jefferson shall pay one hundred (100) per cent of the Water and Sewer Authority's current sewer rate.

4.

Jefferson shall begin transferring wastewater flows from the West Jefferson basin to the Water and Sewer Authority's Middle Oconee Waste water plant, on an "as needed" basis up to a maximum of One Hundred Seventy Five Thousand (175,000) gallons per day. Said transfer shall continue in like manner until Jefferson completes its Central City Facility Expansion, not to exceed one hundred seventy five thousand (175,000) gallon per day, or upon expiration of the this agreement for interim treatment capacity, whichever occurs first.

5.

All other provisions of the Original Agreement not in direct conflict with the provisions herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF the parties to this amendment have set their hands and seals on the year hereinafter set forth.

(Signatures on next page)

CITY OF JEFFERSON

BY: *Jim Joiner*
Jim Joiner, Mayor

ATTEST: *Brenda Duncan*
Brenda Duncan, City Clerk

Signed, sealed and delivered on the
23 day of ~~February~~ ^{March}, 2005 in the presence of:

Elizabeth McDonald

Witness
Karen Hemphill
KAREN HEMPHILL
COM. EXPI. 12/31/06
NOTARY PUBLIC
Notary Public
JACKSON COUNTY, GEORGIA
MAY 23, 2000

JACKSON COUNTY WATER AND
SEWERAGE AUTHORITY

BY: *Phyllis Holland*
Phyllis Holland, Chairman

ATTEST: *Lisa Seaford*
Secretary

Signed, sealed and delivered on the
21 day of ~~February~~ ^{MARCH}, 2005 in the presence of:

Paul Jones
Witness

Charles Covington 3/21/05
Notary Public

CAROLYN...
Notary Public...
My Comm. Expires...

GEORGIA, JACKSON COUNTY

THIS CONTRACT AND AGREEMENT made and entered into as of the 12th day of May, 2003, between the TOWN OF BRASELTON, a Georgia Municipal Corporation, (hereinafter referred to as "TOWN"), and The JACKSON COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia, acting by and through its duly constituted Chairman and Board members, (hereinafter referred to as "AUTHORITY".)

WITNESSETH:

WHEREAS, TOWN has an existing water system serving its residents and desires to obtain a supply of water from AUTHORITY; and

WHEREAS, AUTHORITY owns and operates an entitlement share of the Bear Creek Reservoir Project and Water Treatment Plant for the purpose of providing wholesale treated water to retail water distribution systems in the Jackson County region; and

WHEREAS, AUTHORITY is willing, within its ability to provide TOWN with a supply of water for distribution in its system in order to meet its present and foreseeable future water requirements; and

WHEREAS, AUTHORITY'S water supply is limited to Jackson's entitlement share at the Bear Creek Reservoir project; and

WHEREAS, AUTHORITY is willing to sell and TOWN desires to purchase from AUTHORITY water for distribution through the TOWN'S system, as now existent and as hereafter added to, extended and improved, in amounts as prescribed to meet its present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, a water contract may be entered into by and between TOWN and AUTHORITY pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between TOWN and AUTHORITY, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of the Town Council of

BRASELTON, Georgia, and the Board Members of the Jackson County Water and Sewerage Authority, as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for TEN (10) years.

2. AUTHORITY'S RESPONSIBILITY TO SELL WATER TO TOWN

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, AUTHORITY agrees to sell and TOWN agrees to purchase a maximum of 1,000,000 gallons per day of water from AUTHORITY, subject only to AUTHORITY'S entitlement share of treated water from the Bear Creek Reservoir Project. TOWN may connect and take said water from AUTHORITY'S Water System under the terms and conditions as set forth in this Agreement. AUTHORITY delivery of water to the TOWN water system is contingent upon the completion of the AUTHORITY transmission system that will provide water to the delivery point. Delivery of water to TOWN prior to the transmission line completion will be at a rate different than specified in paragraph 5.

In the event TOWN finds it necessary to purchase additional water from AUTHORITY and the Director of AUTHORITY'S Water System determines in the exercise of his discretion that AUTHORITY'S Water System can supply the additional gallonage requested, said gallonage shall be supplied upon written authorization from the Director of AUTHORITY'S Water System.

The water delivered by AUTHORITY will meet EPD drinking water quality standards at the delivery point to the TOWN'S water system. AUTHORITY agrees to a maximum delivery flow rate of 700 gallons per minute with allowable peaks of 1000 gallons per minute. Delivery pressure to be 125 PSI at the TOWN'S delivery point. In the event TOWN or AUTHORITY need to adjust the maximum flow due to either water systems operating requirements, both parties shall mutually agree to the needed change prior to implementation.

AUTHORITY and the TOWN shall jointly agree to the delivery points to the TOWN'S system. AUTHORITY shall provide a shut-off valve, meter, and backflow prevention device at the delivery point to the TOWN'S water system.

Both parties hereby confirm and agree that neither shall sell water to an end-user in the other parties' water delivery service area as defined in the Service Delivery Strategy for AUTHORITY County without the express written consent of the other.

3. TOWN'S SYSTEM

TOWN shall maintain its own storage distribution and delivery system to service its present or future customers and shall be responsible for billing and collecting water service charges from its customers.

TOWN shall be responsible for meeting applicable water quality standards in TOWN'S water distribution system on TOWN'S side of metered delivery point. TOWN shall be responsible for providing necessary measures to meet TOWN'S system demands related to pressure and quantity that are higher than the water delivery conditions agreed to above in Item 2.

4. METERS

AUTHORITY will provide and maintain a water meter at one connection point to the TOWN'S system.

AUTHORITY shall furnish, operate and maintain at AUTHORITY'S expense an appropriate water meter or meters to measure the water delivered by AUTHORITY to TOWN at the point or points of delivery. Initial costs of meter and piping installation to be borne by TOWN. AUTHORITY shall conduct appropriate tests periodically to assure that the meter is accurately measuring the water delivered. TOWN shall have the right to review water meter accuracy test results and to request AUTHORITY to perform additional water meter tests at TOWN'S expense to assure that it is accurately measuring the water delivered. AUTHORITY shall have the right to have its representative read said meter or meters daily within such calendar month, if it so desires, and TOWN may have a representative available in order that said meter or meters may be jointly read. It is expressly provided, however, that AUTHORITY and TOWN shall have the right to read said meter or meters at such other time or times within each calendar month as may be mutually agreeable. Should the representative of TOWN fail or refuse to appear at the time agreed upon, then AUTHORITY'S representative may read such meter or meters and the reading so made shall be final, conclusive and binding upon TOWN.

In the event that it should appear during any month that said meter or meters have failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by AUTHORITY to TOWN during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter or meters when properly functioning, and the total use of water by TOWN during such period as determined by the individual retail meters of TOWN less the amount processed by TOWN'S own water system, making proper allowance for water leakage and un-metered water used or otherwise obtained by AUTHORITY. However, in any event, AUTHORITY shall be obligated to have any malfunctioning

meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction.

5. RATE

TOWN agrees to pay within thirty (30) days of billing by AUTHORITY for all water used based on the following rate schedule:

From 1,000 to 250,000 gallons per day average usage- \$2.60 Per 1,000 gallons

From 250,000 to 499,000 gallons per day average usage-\$2.50 Per 1,000 gallons

Over 500,000 gallons per day average usage- \$2.40 Per Thousand gallons

For the purposes of clarification concerning the rate charges, at the end of each month's billing period, total water used will be divided by the number of days in the billing cycle. This will determine the average daily usage. The water rate to be applied will be based on the total water used times the rate indicated for the average daily usage.

TOWN recognizes and agrees that the rate set forth above is an initial rate that will continue until March, 2004. AUTHORITY will review revenues and expenses annually, and rates are subject to change on an annual basis. AUTHORITY agrees to limit rate increases to the consumer price index (CPI) on an annual basis until March, 2009, unless unforeseen circumstances significantly affect the AUTHORITY cost for providing treated water. If such circumstances arise, the parties shall renegotiate the rates described herein and amend this agreement to reflect new rates. At least six months prior to October 2006, the TOWN will be notified of potential changes in the rates due to financial considerations that shall be presented in detail.

AUTHORITY, however, covenants to operate and maintain, at all times its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a uniform, reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable, shall be uniform in application to all retail water distribution systems consistent with the cost involved. It is further recognized and agreed by TOWN, that all obligations herein imposed on AUTHORITY shall be performable by it solely from the revenues derived from the operation of the water system, as now existent and as hereafter added to, extended and improved.

6. PAYMENT

Should TOWN fail to pay the amount of the bill for any water delivered to TOWN by AUTHORITY within the period herein provided, then AUTHORITY shall have the right to cease delivering water to TOWN at any time it elects to do so, provided fifteen (15) days notice of intent to do so is given TOWN and TOWN fails to make payment of all past due amounts, including a penalty of one and one-half percent per month, within such fifteen (15) day period. Authority shall not cease delivering water to Town where there exists a good faith belief that a billing error has occurred, and the Town meets its obligations hereunder with the exception of the disputed amount.

The obligation of TOWN to pay for water delivered under this agreement shall never be construed to be a debt of TOWN requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water system ranking equally to charges for salaries, wages and other operating expenses of such system. TOWN covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water facilities furnished its customers sufficient to provide funds for the payment of all obligations of TOWN under this Agreement.

7. SERVICE FAILURES

AUTHORITY agrees to operate AUTHORITY'S Water System in a reasonable and customary manner; however, interruptions of service may occur in which event AUTHORITY will take all reasonable means to restore the system to operation as promptly as possible. Should interruptions and possible lowering of pressure occur without AUTHORITY'S negligence or intentional conduct, TOWN shall be foreclosed from any action against AUTHORITY.

8. EMERGENCY RULES AND REGULATIONS

TOWN agrees to comply with all rules and regulations which AUTHORITY has now or may in the future impose on its water customers during emergency circumstances that may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

9. FORCE MAJEURE

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability

then claimed, but for no longer period, and any such inability shall be remedied with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government of people, civil disturbances, explosions, breakage or accidents to machinery or pipe lines, partial or entire failure of water supply, inability on the part of AUTHORITY to deliver water hereunder or TOWN to receive water hereunder on account of any other causes not reasonably within the control of the party claiming such inability. Should AUTHORITY'S ability to produce water be materially reduced by reason of force majeure, then AUTHORITY shall prorate the water available to it between AUTHORITY customers on the basis of their relative consumption during the preceding year and AUTHORITY shall not be obligated hereby to deliver to TOWN any water in excess of its share under such proration.

10. REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly shown as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

11. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

12. WAIVER

A failure to initiate action as to any breach shall not be deemed a waiver of that right of action and all such rights of action shall be cumulative.

13. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between TOWN and AUTHORITY pertaining to the sale and supply of water from AUTHORITY'S Water System shall become and shall be null and void and of no force and effect.

14. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted immediately to and decided by arbitrators if mutually agreed to by both parties. TOWN shall appoint one arbitrator and AUTHORITY one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse. Provided, that if the two arbitrators first chosen cannot agree on a third, then such third arbitrator shall be appointed by a Judge of the Superior Court of AUTHORITY County upon application of either of the parties hereto. Each of said arbitrators shall be a professional with experience in water production and distribution.

15. PLACE OF EXECUTION

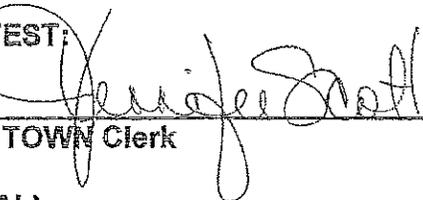
Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Jackson County, Georgia and each party hereby consents to the Jackson County Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Jackson County Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

TOWN OF BRASELTON

By: 

Mayor

ATTEST:
By: 

TOWN Clerk

(SEAL)

JACKSON COUNTY WATER AND
SEWERAGE AUTHORITY

By *Elton Collins*
Elton Collins, Chairman

ATTEST:
By: *Lisa Ledford*
Clerk

(SEAL)

Approved as to Form:

By *Jacques M. Hulvey*
Authority Attorney

By *[Signature]*
Town Attorney

STATE OF GEORGIA
CITY OF COMMERCE

WATER SALE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of January, 2009, by and between the CITY OF COMMERCE, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as "City"; and the CITY OF MAYSVILLE, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, herein referred to as "Maysville".

WITNESSETH:

WHEREAS, Maysville desires to purchase water *from* the City on an as needed basis; and

WHEREAS, the City agrees to sell water to Maysville under certain stipulations; and

WHEREAS, the City and Maysville deem it appropriate to more formally reduce their agreement to writing;

NOW THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between the City and Maysville, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

The City covenants to sell and deliver to Maysville such quantity of potable water as Maysville may require on an as needed basis to serve residential and commercial customers of Maysville's water system up to 300,000 gallons of water per day, on a monthly average with peak day demand of up to 500,000 gallons per day. The City shall have the right, at its discretion, to increase the gallons per day as set forth herein.

2.

Maysville covenants and agrees to pay the City a monthly per thousand gallon rate for such usage at a cost of three dollars (\$3.00) for the first 1,000,000 gallons with a monthly minimum of three thousand dollars (\$3000.00). The usage between 1,000,001 and 5,000,000 gallons per month will be billed at two dollars and ninety cents (\$2.90) per thousand, 5,000,001 to 10,000,000 gallons will be billed at two dollars and eighty cents (\$2.80) per thousand, and greater than 10,000,000 gallons usage will be billed at two dollars and seventy cents (\$2.70) per thousand. The City shall read the meter reading at the hereinafter described connection point between the two systems on a monthly basis to ascertain the volume of water supplied by the City to Maysville for all water used during the metered reading period. Maysville shall have the right to be present at such readings should it desire.

3.

Maysville shall pay the City no later than twenty (20) days after receipt of the monthly billings by the City based on said volume and rate noted above. The rates described in Section 2 shall be effective through December 31, 2010. The City shall make notification of any rate change to Maysville in writing at least sixty (60) days prior to the effective date thereof.

4.

The connection between the City water system and the Maysville water system shall be located on State Route 98 at Yarbrough Ridgeway Road. Flow of water from the City system into the Maysville system at the said connection point shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Maysville shall be in charge of letting and accepting all bids and contracts of the installation, materials and supplies for the connection and metering station described herein. All materials and installation shall conform to City specifications. The meter shall be of size and make satisfactory to the City. Maysville shall bear all cost associated with installation of said connection.

6.

Maysville shall have the right of access to said metering station for the purpose of inspection. Maysville shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. Maysville shall be responsible for all repairs and maintenance of said metering station and may be required to have said meter tested for accuracy from time to time by the City of Maysville's expense.

7.

Maysville shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. The City shall not be responsible for water pressures or other hydraulic problems after the water passes through the aforesaid point of connection.

8.

In the event of any shortage of water by the City by reason of force majeure or other cause not reasonably within the control of the City, the City agrees to share on a pro-rated basis with Maysville any water that is available. Maysville's allocation of water in this situation will be the volume of water used by Maysville during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by the City during the same time period multiplied by the volume of water estimated by the City to be available. This paragraph is not subject to the arbitration clause hereinafter set forth. Maysville will be

responsible for following the same water restriction requirements as set forth from time to time by either the City and/or the State Department of Natural Resources.

9.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability

10.

Maysville shall not sell or distribute water purchased from the City to any other public or private water system without prior written approval of the City. Maysville shall sell water purchased from the City under this contract and agreement only to end-users of Maysville's water system.

11.

None of the terms of this agreement shall prevent the parties hereto from negotiating the right for future installations of water lines.

12.

None of the terms of this agreement shall prevent Maysville from constructing water distribution facilities throughout Maysville's service area as may from time to time be required. In addition, there is nothing within this agreement that gives Maysville the right to remove any City of Commerce water customers now in existence..

13.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Maysville will appoint one arbitrator and the City will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Chief Judge of the Superior Court of Jackson County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Jackson County. This paragraph shall-not apply to any matters contained "in paragraph 2 herein. "

14.

It is expressly understood and agreed by and between the parties hereto that the City shall have no liability to Maysville for the City's inability to provide all water needed by Maysville under the terms and conditions set forth herein; and further, Maysville shall indemnify and hold harmless the City from any and all liability and claims of damage made against the City by any customer of Maysville.

15.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State, or of the United States in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

16.

This contract and agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force until termination in writing by either party, hereunder upon 30 days written notice to the other party. This agreement shall begin on this 12th day of January, 2009 and shall terminate on December 31, 2013. The parties agree to negotiate in good faith to extend this Agreement for an additional five (5) year term.

17.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no effect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

18.

Maysville shall not assign this contract and agreement without the written consent of the City.

19.

Provisions of the Revenue bond Law (Georgia Laws 1957, Page 37, ET. Seq., as amended, amending the law formerly known as Revenue Certificate Law of 1937, Georgia laws 1937, page 761, ET. Seq., as amended), are made a part hereof, incorporated herein, and where in conflict with any of the terms of this agreement, said Revenue Bond Law shall control.

20.

All resolutions or parts of resolutions in any prior agreements, contracts, or ordinances, if any, which are in conflict with this agreement are hereby expressly repealed.

IN WITNESS WHEREOF, the parties hereto, acting by through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinafore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF COMMERCE

BY: Charles L. Hardy Jr.
CHARLES L. HARDY, Jr., MAYOR

CITY SEAL

ATTEST:

BY: Shirley Willis
SHIRLEY WILLIS, CITY CLERK

CITY OF MAYSVILLE

BY: Jerry Baker
JERRY BAKER, MAYOR

CITY SEAL

ATTEST:

BY: Barbara Thomas

STATE OF GEORGIA
CITY OF COMMERCE

WATER SALE AGREEMENT

THIS AGREEMENT, made and entered into this ^{4th} 12 day of *January*, 2009, by and between the CITY OF COMMERCE, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as "City"; and the CITY OF MAYSVILLE, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, herein referred to as "Maysville".

WITNESSETH:

WHEREAS, Maysville desires to purchase water *from* the City on an as needed basis; and

WHEREAS, the City agrees to sell water to Maysville under certain stipulations; and

WHEREAS, the City and Maysville deem it appropriate to more formally reduce their agreement to writing;

NOW THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between the City and Maysville, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

The City covenants to sell and deliver to Maysville such quantity of potable water as Maysville may require on an as needed basis to serve residential and commercial customers of Maysville's water system up to 300,000 gallons of water per day, on a monthly average with peak day demand of up to 500,000 gallons per day. The City shall have the right, at its discretion, to increase the gallons per day as set forth herein.

2.

Maysville covenants and agrees to pay the City a monthly per thousand gallon rate for such usage at a cost of three dollars (\$3.00) for the first 1,000,000 gallons with a monthly minimum of three thousand dollars (\$3000.00). The usage between 1,000,001 and 5,000,000 gallons per month will be billed at two dollars and ninety cents (\$2.90) per thousand, 5,000,001 to 10,000,000 gallons will be billed at two dollars and eighty cents (\$2.80) per thousand, and greater than 10,000,000 gallons usage will be billed at two dollars and seventy cents (\$2.70) per thousand. The City shall read the meter reading at the hereinafter described connection point between the two systems on a monthly basis to ascertain the volume of water supplied by the City to Maysville for all water used during the metered reading period. Maysville shall have the right to be present at such readings should it desire.

3.

Maysville shall pay the City no later than twenty (20) days after receipt of the monthly billings by the City based on said volume and rate noted above. The rates described in Section 2 shall be effective through December 31, 2010. The City shall make notification of any rate change to Maysville in writing at least sixty (60) days prior to the effective date thereof.

4.

The connection between the City water system and the Maysville water system shall be located on State Route 98 at Yarbrough Ridgeway Road. Flow of water from the City system into the Maysville system at the said connection point shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Maysville shall be in charge of letting and accepting all bids and contracts of the installation, materials and supplies for the connection and metering station described herein. All materials and installation shall conform to City specifications. The meter shall be of size and make satisfactory to the City. Maysville shall bear all cost associated with installation of said connection.

6.

Maysville shall have the right of access to said metering station for the purpose of inspection. Maysville shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. Maysville shall be responsible for all repairs and maintenance of said metering station and may be required to have said meter tested for accuracy from time to time by the City of Maysville's expense.

7.

Maysville shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. The City shall not be responsible for water pressures or other hydraulic problems after the water passes through the aforesaid point of connection.

8.

In the event of any shortage of water by the City by reason of force majeure or other cause not reasonably within the control of the City, the City agrees to share on a pro-rated basis with Maysville any water that is available. Maysville's allocation of water in this situation will be the volume of water used by Maysville during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by the City during the same time period multiplied by the volume of water estimated by the City to be available. This paragraph is not subject to the arbitration clause hereinafter set forth. Maysville will be

responsible for following the same water restriction requirements as set forth from time to time by either the City and/or the State Department of Natural Resources.

9.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability

10.

Maysville shall not sell or distribute water purchased from the City to any other public or private water system without prior written approval of the City. Maysville shall sell water purchased from the City under this contract and agreement only to end-users of Maysville's water system.

11.

None of the terms of this agreement shall prevent the parties hereto from negotiating the right for future installations of water lines.

12.

None of the terms of this agreement shall prevent Maysville from constructing water distribution facilities throughout Maysville's service area as may from time to time be required. In addition, there is nothing within this agreement that gives Maysville the right to remove any City of Commerce water customers now in existence..

13.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Maysville will appoint one arbitrator and the City will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Chief Judge of the Superior Court of Jackson County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Jackson County. This paragraph shall-not apply to any matters contained "in paragraph 2 herein. "

14.

It is expressly understood and agreed by and between the parties hereto that the City shall have no liability to Maysville for the City's inability to provide all water needed by Maysville under the terms and conditions set forth herein; and further, Maysville shall indemnify and hold harmless the City from any and all liability and claims of damage made against the City by any customer of Maysville.

15.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State, or of the United States in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

16.

This contract and agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force until termination in writing by either party hereunder upon 30 days written notice to the other party. This agreement shall begin on this 12th day of January, 2009 and shall terminate on December 31, 2013. The parties agree to negotiate in good faith to extend this Agreement for an additional five (5) year term.

17.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no effect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

18.

Maysville shall not assign this contract and agreement without the written consent of the City.

19.

Provisions of the Revenue bond Law (Georgia Laws 1957, Page 37, ET. Seq., as amended, amending the law formerly known as Revenue Certificate Law of 1937, Georgia laws 1937, page 761, ET. Seq., as amended), are made a part hereof, incorporated herein, and where in conflict with any of the terms of this agreement, said Revenue Bond Law shall control.

20.

All resolutions or parts of resolutions in any prior agreements, contracts, or ordinances, if any, which are in conflict with this agreement are hereby expressly repealed.

IN WITNESS WHEREOF, the parties hereto, acting by through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinafore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF COMMERCE

BY: *Charles L. Hardy Jr*
CHARLES L. HARDY, Jr., MAYOR

CITY SEAL

ATTEST:

BY: *Shirley Willis*
SHIRLEY WILLIS, CITY CLERK

CITY OF MAYSVILLE

BY: *Jerry Baker*
JERRY BAKER, MAYOR

CITY SEAL

ATTEST:

BY: *Barbara Thomas*



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: JACKSON COUNTY

Service: Zoning Administration and 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.): **Jackson County and all Municipalities**
- 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Jackson County	General Fund, User Fees
All Municipalities	General Fund, User Fees

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

The Jefferson and Talmo Planning Commission administers the Zoning for the cities of Jefferson and Talmo. Each governing jurisdiction that provides land use regulations and/or ordinances has the authority to decide cases involving rezoning, special use and variance request at advertised public hearings.

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
Jefferson and Talmo Planning Commission Ordinance	City of Jefferson – City of Talmo	08/28/2002 – 8/27/2052

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: **Ericka Johnson, Deputy Clerk**
 Phone number: **706-367-6312** Date completed: 05/20/2010

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:
DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314

David A. Clabo
City Manager

renda J. Duncan
City Clerk - Treasurer



Jim Joiner
Mayor

Councilmembers:
Randall "Bosie" Griffith
C.D. Kidd, III
Steve Kinney
Marcia Moon
Philip Thompson

INTERGOVERNMENTAL AGREEMENT RELATING TO THE CREATION OF THE QUAD CITIES PLANNING COMMISSION

WHEREAS, it is the desire of the Cities of Arcade, Jefferson, Pendergrass, and Talmo to adopt, in all respects, the creation of the Quad Cities Planning Commission relating to planning, building, zoning, land use, and subdivisions.

WHEREAS, the adoption of this agreement is done to facilitate proper activities by the City of Jefferson Planning and Development Department, relating to planning, building, zoning, land use, soil erosion control and subdivisions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITIES OF ARCADE, JEFFERSON, PENDERGRASS AND TALMO

1. That there shall be created the Quad Cities Planning Commission in and for the Cities of Arcade, Jefferson, Pendergrass and Talmo, Georgia, in order to guide and accomplish a coordinated and harmonious development of the municipalities which will, in accordance with existing and future needs, best promote the public health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development within the municipalities and which shall be responsible for reviewing all requests for permits in regard to building, zoning, land use, soil erosion control and subdivisions.

2. Further, that the Cities will fund this venture by population cost or profit sharing. The U.S. Census Bureau figures for 2000 are shown below:

Jefferson	3,825	representing 60%	64%	90%
Arcade	1,643	representing 26%	28%	
Pendergrass	431	representing 7%	8%	10%
Talmo	477	representing 7%		

3. The Quad Cities Planning Commission shall be comprised of seven members and the representation of each city shall be based on population figures from the 2000 U.S. Census:

The City of Jefferson shall appoint three citizens, the City of Arcade shall appoint two citizens, the City of Pendergrass shall appoint one citizen, and the



City of Talmo shall appoint one citizen to complete the Quad Cities Planning Commission.

The term of each of the members shall be for three years, as established by each city as follows:

Arcade - The term of the members shall be for staggered terms of three (3) years, provided that one member shall initially be appointed for one year and one member shall initially be appointed for three years, and that thereafter each member shall be appointed for a three year term.

Jefferson - The term of the members shall be for staggered terms of three (3) years, provided that one member shall initially be appointed for one year, one member shall initially be appointed for two years and one member shall initially be appointed for three years, and that thereafter each member shall be appointed for a three year term.

Pendergrass - The term of the member shall be for three years, provided that the first appointed member shall serve a term of two years, and that thereafter the member shall be appointed for a three year term.

Talmo - The term of the member shall be for three years initially and thereafter.

Any vacancy in membership shall be filled by each city council, and further, each council shall have the authority to remove any member for cause. All members shall serve with compensation and may be reimbursed for actual expenses incurred in connection with their official duties.

4. The Quad Cities Planning Commission shall establish its own by-laws and procedures and each city shall have the opportunity to approve the by-laws and procedures before they become effective.
5. The City of Jefferson Office of Planning and Development shall act as the planning, zoning review and enforcement agency for the Quad Cities Planning Commission. All cost of the commission shall be paid from the fees received for all permits and for planning and development. If these fees are insufficient to pay for the cost of the operation of the office, each agree to contribute a proportionate amount based upon the population figures above stated. The City of Jefferson shall be the fiscal agent for the Quad Cities Planning Commission and shall bill each city quarterly for its share of the operational cost. Should there be excess funds collected from the fees after all expenses are paid, any excess will be held for the next year's expenditures.

6. Each city agrees to adopt the necessary ordinances, codes and maps to insure the legality of operation of the Quad Cities Planning Commission.

7. This Agreement shall be effective for 50 years.

ENTERED INTO this 26th day of August, 2002.

City of Arcade

By Don Haynes

Attest David A. Clabo

City of Jefferson

By Jim Jarrin

Attest David A. Clabo

City of Pendergrass

By Melvin Tolbert

Attest David A. Clabo

City of Talmo

By Lea Ward

Attest David A. Clabo

David A. Clabo
City Manager

Brenda J. Duncan
City Clerk - Treasurer



Jim Joiner
Mayor

Councilmembers:
Randall "Bosie" Griffith
C.D. Kidd, III
Steve Kinney
Marcia Moon
Philip Thompson

A RESOLUTION TO ESTABLISH A MUNICIPAL PLANNING COMMISSION

A Resolution to provide for the Quad Cities Planning Commission and to repeal all Ordinances in Conflict Herewith.

Be it ordained by the City Council of the City of Jefferson, Georgia, in conjunction with the City Councils of the City of Arcade, the City of Pendergrass, and the City of Talmo, in order to guide and accomplish a coordinated and harmonious development of the municipality which will, in accordance with existing and future needs, best promote the public health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, that the Quad Cities Planning Commission, hereinafter referred to as the Planning Commission, is hereby created and established as authorized by the City Charter and Georgia Law.

Section 1. Membership. The Planning Commission shall consist of seven (7) members, three (3) members shall be appointed by the Jefferson mayor and council and who shall be residents of the city. The term of the members shall be for staggered terms of three (3) years, provided that one member shall initially be appointed for one year, one member shall initially be appointed for two years and one member shall initially be appointed for three years, and that thereafter each member shall be appointed for a three year term. Any vacancy in membership shall be filled for the unexpired term by the Council, which shall have the authority to remove any member for cause. All members shall serve with compensation. The amount of compensation for each City's representative shall be approved by the individual City Council.

Section 2. Organization: rules: meetings: records public. The Planning Commission shall elect its chairman from among its members. The term of the chairman shall be one (1) year, with eligibility for re-election. The Planning Commission shall appoint a secretary, who may be an officer or employee of the city. The Planning Commission shall make its own rules of procedure and determine its time of meeting. All meetings of the Planning Commission at which official action is taken shall be open to the public and all records of the Planning Commission shall be a public record.

Section 3. Staff: services: expenditure limitations. The Planning Commission may request from the City Council such employees and staff as it may deem necessary for its work, and may suggest contracts with consultants for such services as it may require. However, no contract calling for the expenditure of any funds shall be entered into by the commission without the express consent of the City Council. The Planning Commission

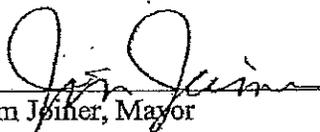


shall in no event incur any liability that will exceed the amounts appropriated for that purpose by the city.

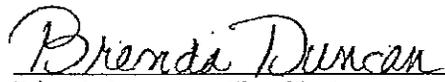
Section 4. Powers and duties. When the Planning Commission shall have organized and selected its officers and shall have adopted its rules of procedure, it shall have all the powers, duties and responsibilities set forth in the zoning ordinance for the City of Jefferson, the City Charter, the City Code or as otherwise provided by law.

Section 5. Be it further ordained, that all ordinances in conflict herewith are hereby repealed.

So ordained this 26 day of August 2002.



Jim Joiner, Mayor



Brenda Duncan, City Clerk



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

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

COUNTY: JACKSON COUNTY

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 identified.

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

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

N/a

NOTE:

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

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

The Jackson County Water & Sewerage Authority has been extensively involved in the creation of the 2030 Jackson County Comprehensive Plan. The municipalities have involved the different service providers during their Comprehensive Land Use process also.

4. Person completing form: **Ericka Johnson, Deputy Clerk**

Phone number: **(706) 367-6312** Date completed: 05/20/2010

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

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

DARRELL HAMPTON, COUNTY MANAGER (706) 367-6314



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

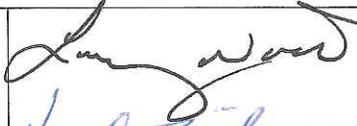
This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: JACKSON 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 provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Arcade	Mayor	Doug Haynie	<i>Doug Haynie</i>	7/15/10
Town of Braselton	Mayor <i>Pro Tem</i>	<i>Tom Funari</i> Bill Ott	<i>Tom Funari</i>	7/14/10
City of Commerce	Mayor	Charles Hardy	<i>Charles Hardy</i>	7-15-10
City of Hoschton	Mayor	Erma Denney	<i>Erma Allen Denney</i>	7/14/10
City of Jefferson	Mayor	Jim Joiner	<i>Jim Joiner</i>	7/15/10
City of Maysville	Mayor	Jerry Baker	<i>Jerry Baker</i>	7/15/10
City of Nicholson	Mayor	Ronnie Maxwell	<i>Ronnie Maxwell</i>	7/15/10
City of Pendergrass	Mayor	Monk Tolbert	<i>Monk Tolbert</i>	07-14-10

City of Talmo	Mayor	Larry Wood		6-7-14-10
Jackson County	Chairman, BOC	Hunter Bicknell		7-15-10

APPENDIX A

Water Purchase Agreement

Listed in this appendix are Water Purchase Agreements that affect the Municipalities or the Jackson County Government and sources outside the county.

This information is offered voluntarily and for informational purposes only. Changes in the agreements listed in this appendix do not affect the Service Delivery Strategies, nor do changes constitute reopening the negotiations.

Agreement Name:

Contracting Parties

Effective and Ending Dates:

Water Purchase Agreement	Banks County-Maysville	2010 - 2015
Water Purchase Agreement	Barrow County – Braselton	2003 - 2013
Water Purchase Agreement	Gwinnett County-Braselton	1999 - 2010
Water Purchase Agreement	Commerce – Banks County	2002 - 2012

GEORGIA, BARROW COUNTY:

THIS CONTRACT AND AGREEMENT made and entered into as of 5th day of June, 2003, between the TOWN OF BRASELTON, a Georgia Municipal Corporation, (hereinafter referred to as "TOWN"), and BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "BARROW".)

WITNESSETH:

WHEREAS, TOWN has an existing water system serving its residents and obtains a supply of water purchased from BARROW; and

WHEREAS, BARROW owns and operates an entitlement share of the Bear Creek Reservoir Project and Water Treatment Plant for the purpose of providing wholesale treated water to retail water distribution systems in the BARROW County region; and

WHEREAS, BARROW is willing, within its ability to provide TOWN with a supply of water for distribution in its system in order to meet its present and foreseeable future water requirements; and

WHEREAS, BARROW'S water supply is limited to BARROW'S entitlement share at the Bear Creek Reservoir project; and

WHEREAS, BARROW is willing to sell and TOWN desires to purchase from BARROW water for distribution through the TOWN'S system, as now existent and as hereafter added to, extended and improved, in amounts as prescribed to meet its present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, a water contract may be entered into by and between TOWN and BARROW pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between TOWN and BARROW, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of the Town Council of BRASELTON, Georgia, and the Board of Commissioners of BARROW County, Georgia, as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for ten (10) years.

2. BARROW'S RESPONSIBILITY TO SELL WATER TO TOWN

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, BARROW agrees to sell and TOWN agrees to purchase a maximum of 720,000 gallons per day of water from BARROW, subject only to BARROW'S entitlement share of treated water from the Bear Creek Reservoir Project. TOWN may connect and take said water from BARROW'S Water System under the terms and conditions as set forth in this Agreement. BARROW delivery of water to the TOWN water system is contingent upon the completion of the BARROW transmission system that will provide water to the delivery point. Delivery of water to TOWN prior to the transmission line completion will be at a rate different than specified in paragraph 5.

In the event TOWN finds it necessary to purchase additional water from BARROW and the Director of BARROW'S Water System determines in the exercise of his discretion that BARROW'S Water System can supply the additional gallonage requested, said gallonage shall be supplied upon written authorization from the Director of BARROW'S Water System.

The water delivered by BARROW will meet EPD drinking water quality standards at the delivery point to the TOWN'S water system. BARROW agrees to a maximum delivery flow rate of 500 gallons per minute at the TOWN'S delivery point at the available BARROW Water System pressure. In the event TOWN or Barrow need to adjust the maximum flow due to either water systems operating requirements, both parties shall mutually agree to the needed change prior to implementation.

BARROW and the TOWN shall jointly agree to the delivery points to the TOWN'S system. BARROW shall provide a shut-off valve, meter, and backflow prevention device at the delivery point to the TOWN'S water system.

Both parties hereby confirm and agree that neither shall sell water to an end-user in the other parties' water delivery service area as defined in the Service Delivery Strategy for BARROW County without the express written consent of the other.

3. TOWN'S SYSTEM

TOWN shall maintain its own storage distribution and delivery system to service its present or future customers and shall be responsible for billing and collecting water service charges from its customers.

TOWN shall be responsible for meeting applicable water quality standards in TOWN'S water distribution system on TOWN'S side of metered delivery point. TOWN shall be responsible for providing necessary measures to meet TOWN'S system demands related to pressure and quantity that are higher than the water delivery conditions agreed to above in Item 2.

4. METERS

BARROW will provide and maintain a water meter at one connection point to the TOWN'S system.

BARROW shall furnish, operate and maintain at BARROW'S expense an appropriate water meter or meters to measure the water delivered by BARROW to TOWN at the point or points of delivery. BARROW shall conduct appropriate tests periodically to assure that the meter is accurately measuring the water delivered. TOWN shall have the right to review water meter accuracy test results and to request BARROW to perform additional water meter tests at TOWN'S expense to assure that it is accurately measuring the water delivered. BARROW shall have the right to have its representative read said meter or meters daily within such calendar month, if it so desires, and TOWN may have a representative available in order that said meter or meters may be jointly read. It is expressly provided, however, that BARROW and TOWN shall have the right to read said meter or meters at such other time or times within each calendar month as may be mutually agreeable. Should the representative of TOWN fail or refuse to appear at the time agreed upon, then BARROW'S representative may read such meter or meters and the reading so made shall be final, conclusive and binding upon TOWN.

In the event that it should appear during any month that said meter or meters have failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by BARROW to TOWN during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter or meters when properly functioning, and the total use of water by TOWN during such period as determined by the individual retail meters of TOWN less the amount processed by TOWN'S own water system, making proper allowance for water leakage and un-metered water used or otherwise obtained by BARROW. However, in any event, BARROW shall be obligated to have any malfunctioning

meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction.

5. RATE

TOWN agrees to pay within thirty (30) days of billing by BARROW for all water used based on the standard rate of \$2.50 per 1000 gallons of usage. The

TOWN recognizes and agrees that the rate set forth above is an initial rate that will continue until October 2004. BARROW will review revenues and expenses annually, and rates are subject to change on an annual basis. BARROW agrees to limit rate increases to the consumer price index (CPI) on an annual basis until October 2006, unless unforeseen circumstances significantly affect the BARROW cost for providing treated water. If such circumstances arise, the parties shall renegotiate the rates described herein and amend this agreement to reflect new rates. At least six months prior to October 2006, the TOWN will be notified of potential changes in the rates due to financial considerations that shall be presented in detail.

BARROW, however, covenants to operate and maintain, at all times its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a uniform, reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable, shall be uniform in application to all retail water distribution systems consistent with the cost involved. It is further recognized and agreed by TOWN, that all obligations herein imposed on BARROW shall be performable by it solely from the revenues derived from the operation of the water system, as now existent and as hereafter added to, extended and improved.

6. PAYMENT

Should TOWN fail to pay the amount of the bill for any water delivered to TOWN by BARROW within the period herein provided, then BARROW shall have the right to cease delivering water to TOWN at any time it elects to do so, provided fifteen (15) days notice of intent to do so is given TOWN and TOWN fails to make payment of all past due amounts, including a penalty of one and one-half percent per month, within such fifteen (15) day period. Barrow shall not cease delivery of water in the case of good faith belief that an error in billing has occurred and the Town meets its obligations herein, with the exception of the disputed amount or amounts.

The obligation of TOWN to pay for water delivered under this agreement shall never be construed to be a debt of TOWN requiring it to levy and collect a tax

to discharge the same, but shall be an operating charge of its water system ranking equally to charges for salaries, wages and other operating expenses of such system. TOWN covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water facilities furnished its customers sufficient to provide funds for the payment of all obligations of TOWN under this Agreement.

7. SERVICE FAILURES

BARROW agrees to operate BARROW'S Water System in a reasonable and customary manner; however, interruptions of service may occur in which event BARROW will take all reasonable means to restore the system to operation as promptly as possible. Should interruptions and possible lowering of pressure occur without BARROW'S negligence or intentional conduct, TOWN shall be foreclosed from any action against BARROW.

8. EMERGENCY RULES AND REGULATIONS

TOWN agrees to comply with all rules and regulations which BARROW has now or may in the future impose on its water customers during emergency circumstances that may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

9. FORCE MAJEURE

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such inability shall be remedied with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government of people, civil disturbances, explosions, breakage or accidents to machinery or pipe lines, partial or entire failure of water supply, inability on the part of BARROW to deliver water hereunder or TOWN to receive water hereunder on account of any other causes not reasonably within the control of the party claiming such inability. Should BARROW'S ability to produce water be materially reduced by reason of force majeure, then BARROW shall

prorate the water available to it between BARROW customers on the basis of their relative consumption during the preceding year and BARROW shall not be obligated hereby to deliver to TOWN any water in excess of its share under such proration.

10. REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly shown as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

11. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

12. WAIVER

A failure to initiate action as to any breach shall not be deemed a waiver of that right of action and all such rights of action shall be cumulative.

13. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between TOWN and BARROW pertaining to the sale and supply of water from BARROW'S Water System shall become and shall be null and void and of no force and effect.

14. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted immediately to and decided by arbitrators if mutually agreed to by both parties. TOWN shall appoint one arbitrator and BARROW one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse. Provided, that if the two arbitrators first chosen cannot agree on a third, then such third arbitrator shall be appointed by a Judge of the Superior Court of

BARROW County upon application of either of the parties hereto. Each of said arbitrators shall be a professional with experience in water production and distribution.

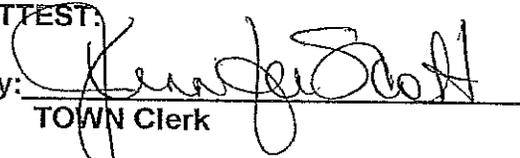
15. PLACE OF EXECUTION

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in BARROW County, Georgia and each party hereby consents to the BARROW Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in BARROW Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

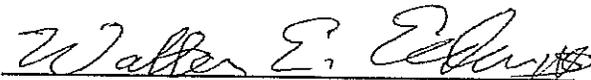
TOWN OF BRASELTON

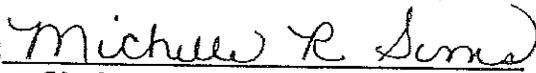
By: 
Mayor

ATTEST:
By: 
TOWN Clerk

(SEAL)

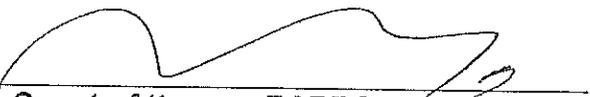
BARROW COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners

ATTEST:
By: 
Clerk

(SEAL)

Approved as to Form:

By: 
County Attorney, BARROW County, GA



Barrow County Board of Commissioners

233 East Broad Street Winder Georgia 30680 Phone: (770) 307-3113 Fax: (770) 307-3141

Douglas H. Garrison
Chairman

Jerry Lamm
District 1

W.J. "Bill" Brown
District 2

James Roger Wehunt
District 3

Norma Jean Brown
District 4

David Dyer
District 5

Beth Caldwell
District 6

September 17, 2004

Mayor Pat Graham
City of Braselton
P.O. Box 306
Braselton, Georgia 30517

Dear Mayor:

Enclosed is your executed water supply contract. I would like to make the contract effective September 1st. Please call to advise if this is agreeable to you.

Sincerely,

A handwritten signature in cursive script that reads 'Terry Darragh'.

Terry Darragh, Public Works Director
Barrow County Board of Commissioners

Cc: Douglas Garrison, Board of Commissioners Chairman
Keith Lee, Barrow County Chief of Operations
File

GEORGIA, BARROW COUNTY:

THIS CONTRACT ADDENDUM to the existing water supply contract entered into as of 26th day of August, 2004, between the CITY OF BRASELTON, an authority duly and legally created by the General Assembly of the State of Georgia, (hereinafter referred to as "CITY"), and BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly constituted Board Commissioners, (hereinafter referred to as "BARROW".)

WITNESSETH:

WHEREAS, BARROW and the wholesale water purchasing entities in Barrow County collectively desire to purchase a minimum amount of water each month to reduce the wholesale costs for water; and

WHEREAS, Barrow desires to improve the operation and water quality of the wholesale water transmission system by increasing the daily average flows; and

WHEREAS, each wholesale purchasing entity in Barrow County has identified the minimum amount they agree to purchase on average daily basis for a 30 day period; and

WHEREAS, CITY agrees to purchase 300,000 gallons per day of the total collective minimum for all entities of 1,750,000 gallons per day.

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between CITY and BARROW, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of the CITY and the Board of Commissioners of Barrow County, Georgia, amend the existing agreement as follows:

Revise paragraph 1 of Section 5 Rate as follows:

CITY agrees to pay within thirty (30) days of billing by BARROW for all water used based on the current rate of \$1.60 per 1000 gallons for usage. CITY agrees to pay for a minimum of 9 million gallons per month whether used or not for a minimum monthly bill of \$14,400. This rate shall be in effect until July 1, 2006. After July 1, 2006, Barrow will review revenues and expenses annually, and rates will be subject to change on an annual basis. Barrow agrees to limit rate increases to the consumer price index (CPI) on an annual basis, unless unforeseen circumstances significantly affect the Barrow cost for providing treated water. If such circumstances arise, the parties shall renegotiate the rates and minimums herein and amend this agreement. However, should the cumulative usage for all parties reach 2,000,000 gallons per day for two

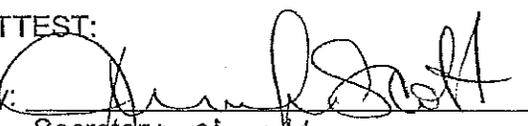
consecutive months then the rate shall be \$1.50 per 1000 gallons, subject to the conditions of this paragraph

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

City of Braselton

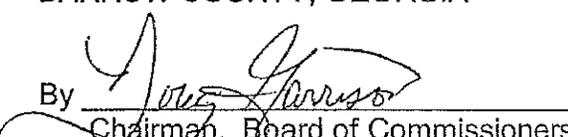
By: 
Mayor

ATTEST:

By: 
Secretary Clerk

(SEAL)

BARROW COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners

ATTEST:


Clerk

(SEAL)

STATE OF GEORGIA

COUNTY OF BANKS

INTERGOVERNMENTAL AGREEMENT FOR SALE
AND PURCHASE OF WATER

THIS AGREEMENT, made and entered into this 4th day of January, 2008, by and between the CITY OF MAYSVILLE, GEORGIA, an incorporated municipality in the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as "Maysville"; and BANKS COUNTY, GEORGIA, duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, Maysville desires to purchase water from the County on a continuous basis; and

WHEREAS, the County agrees to sell water to Maysville under certain stipulations; and

WHEREAS, Maysville and County deem it appropriate to more formally reduce their agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between Maysville and the County, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

I.

Banks County shall have the right to access to said metering and valving station for the purpose of inspection or meter reading and the right, at its own personnel or others hired by it, to periodically inspect and test said meter and to check said meter for accuracy at any time it deems to be necessary. The City of Maysville will accept responsibility for all repair costs for any malfunctions of said meter and valving station.

6.

Maysville shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. Banks County shall not be responsible for water pressures or other hydraulic problems after the water passes through the aforesaid point of connection.

7.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, first hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability.

8.

In the event of any shortage of water by the County by reason of force majeure or other cause not reasonably within the control of the County, the County agrees to share on a pro-rated basis with all of its customers any water that is available. Maysville's allocation of water in this situation will be the volume of water used by Maysville during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by the County during the same time period multiplied by

the volume of water estimated by the County to be available. This paragraph is not subject to the arbitration clause hereinafter set forth.

9.

Maysville, as a water customer of the County, shall comply with applicable regulations and ordinances of the County (upon written notification from the County of such requirements), State Agencies, and/or Federal Agencies; it being understood, however, that Maysville will be responsible for the enforcement of regulations and ordinances for its distribution system beginning at the location of the water connection points. Further, any conservation measures and/or water restrictions imposed on the County customers shall be adopted by Maysville for its customers.

10.

Maysville shall not sell or distribute water purchased from the County to any other public or private water system without the prior written approval of the County. Maysville shall sell water purchased from the County under this contract and agreement only to end-users of Maysville.

11.

None of the terms of this agreement shall prevent the parties hereto from negotiating the right for future installations of water lines.

12.

None of the terms of this agreement shall prevent the County from constructing water distribution facilities throughout Banks County as may from time to time be required.

13.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. The County will appoint one

arbitrator and Maysville will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Judge of the Superior Court of Banks County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Banks County. This paragraph shall not apply to any matters contained in Paragraph 2 herein.

14.

It is expressly understood and agreed by and between the parties hereto that the County shall have no liability to Maysville for the County's inability to provide all water needed by Maysville under the terms and conditions set forth herein; and further, Maysville shall indemnify and hold harmless the County from any and all liability and claims of damage made against the County by any customer of Maysville, unless the County's negligence causes same.

15.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

16.

This contract and agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force during the term herein. This agreement shall begin on this 12th day of January, 2009, and shall terminate on the 12th day of January, 2015. Said agreement can be renewed indefinitely by the parties' mutual consent. Said renewal shall be under the same terms as set out herein.

17.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no affect whatsoever on any rights, duties, or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

18.

This contract and agreement shall not be assigned by Maysville without the written consent of the County.

19.

All resolutions or parts of resolutions in any prior agreements, contracts, or ordinances, if any, which are in conflict with this agreement, are hereby expressly repealed.

20.

This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters set forth herein and superscdes any and all prior to contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, warranties, statements, representations or undertakings, whether written or oral, made or executed by any party hereto shall be binding on any party hereto, unless specifically set forth or incorporated in this Agreement.

21.

This Agreement and the entire relationship between the parties shall be governed by and construed under the laws of the State of Georgia.

22.

This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be

made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced.

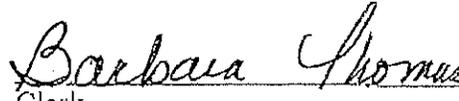
IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances duly adopted, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF MAYSVILLE

By:

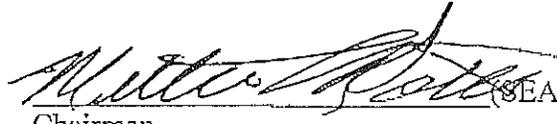
 (SEAL)
Mayor
CITY SEAL

Attest:

 (SEAL)
Clerk

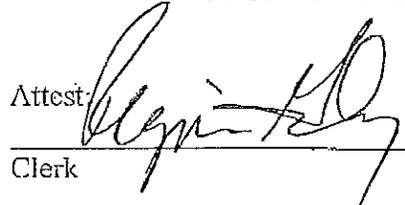
COUNTY OF BANKS

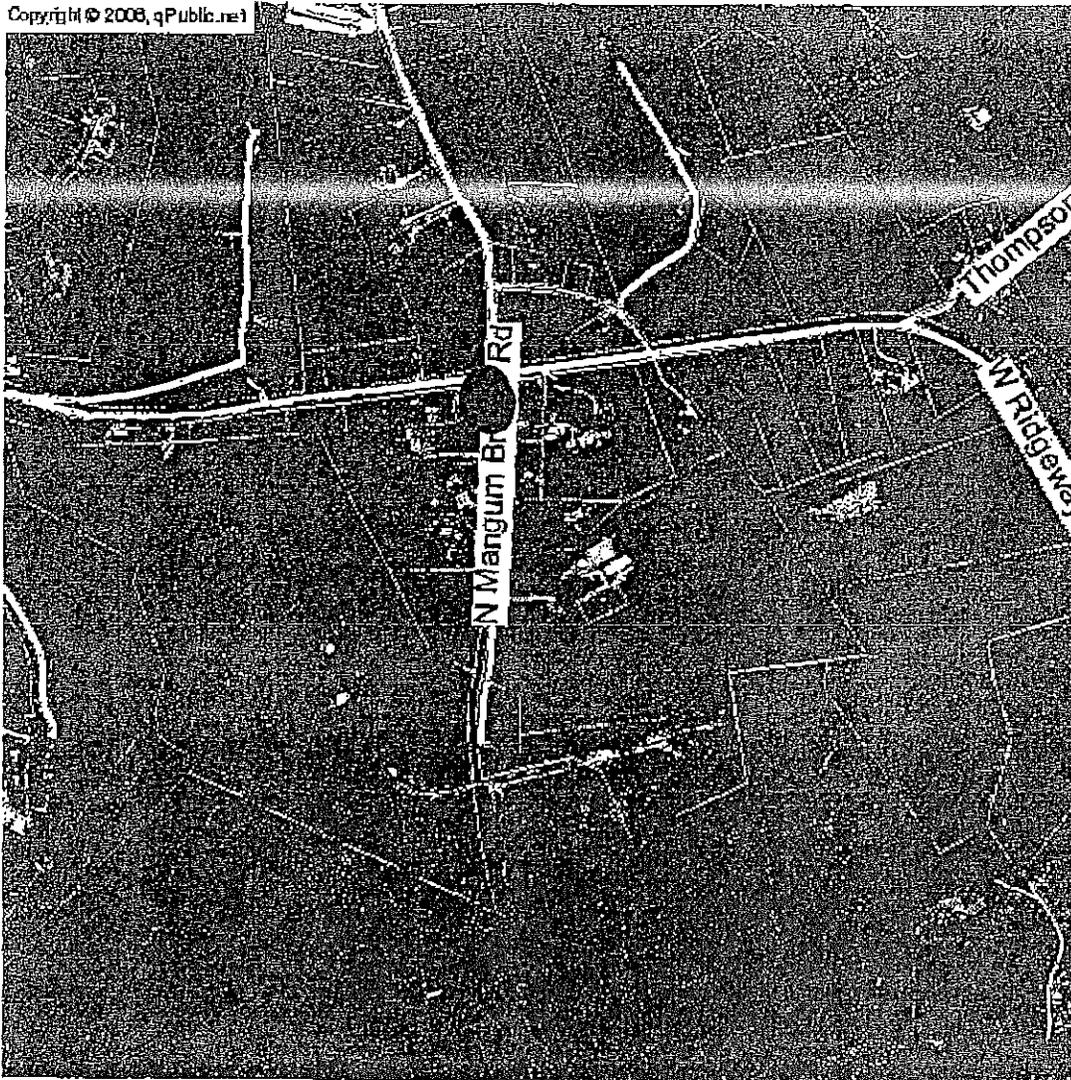
By:

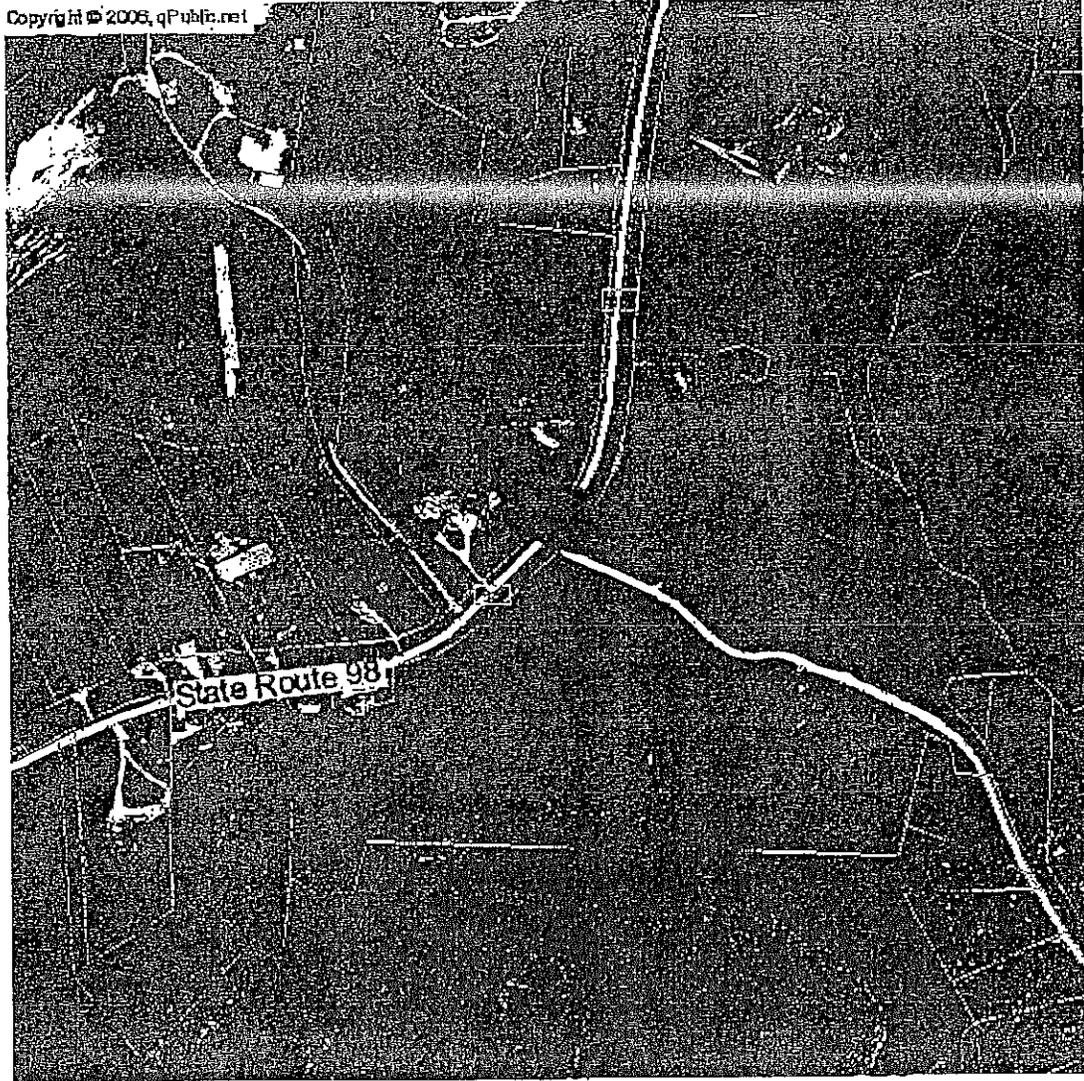
 (SEAL)
Chairman

COUNTY SEAL

Attest:

 (SEAL)
Clerk





GEORGIA, GWINNETT COUNTY:

THIS CONTRACT AND AGREEMENT made and entered into as of the 25th day of March, 1999, by and between the CITY OF BRASELTON, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Mayor and City Council, (hereinafter referred to as "BRASELTON"), and GWINNETT COUNTY, GEORGIA, a political subdivision duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as ("GWINNETT").)

WITNESSETH:

WHEREAS, BRASELTON has an existing water system serving its residents; and

WHEREAS, BRASELTON has been and wishes to continue obtaining a supply of water purchased from GWINNETT; and

WHEREAS, there now exists an urgent need for BRASELTON to increase the amount of water being supplied to its existing system and for future expansions thereof; and

WHEREAS, GWINNETT now owns and operates a water and sewerage system and has invested, and will continue to invest, a substantial amount of money in expansion and improvement of its water system; and

WHEREAS, GWINNETT is willing, within its ability to provide BRASELTON with an adequate supply of water for distribution in its system in order to meet BRASELTON's present and foreseeable future water requirements; and

WHEREAS, GWINNETT is willing to sell and BRASELTON desires to purchase from GWINNETT water for distribution through BRASELTON's system, as now existent and as

hereafter added to, extended and improved, in amounts necessary to meet BRASELTON's present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, a water contract may be entered into by and between BRASELTON and GWINNETT pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, GWINNETT has heretofore issued its water and sewerage revenue bonds through the Gwinnett Water and Sewerage Authority to finance in part, the cost of its water and sewerage system which it leases from the Gwinnett Water and Sewerage Authority, and the entering into of a water contract with BRASELTON will not violate the terms, provisions and covenants of its resolutions authorizing the issuance of said bonds or any subsequent issue of revenue bonds; and

WHEREAS, it is recognized and agreed that GWINNETT is experiencing a tremendous growth in population, as well as in commercial and industrial development, and as a result GWINNETT will be required to substantially add to, extend and improve its water and sewerage system over an extended period of time; which will constitute a major undertaking, and such undertaking will entail the expenditure of large sums of money which will be raised primarily by the issuance, from time to time, of water and sewerage revenue bonds.

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between BRASELTON and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for ten (10) years.

2. GWINNETT'S RESPONSIBILITY TO SELL WATER TO BRASELTON

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, GWINNETT agrees to sell and BRASELTON agrees to purchase a maximum of 1,250,000 gallons per day of water from GWINNETT, subject only to GWINNETT's ability to adequately serve all of its Gwinnett County customers. BRASELTON may connect and take said water from GWINNETT's Water System under the terms and conditions as set forth in this Agreement.

In the event BRASELTON finds it necessary to purchase additional water on a short-term (less than three months) basis from GWINNETT, and the Director of GWINNETT's Water System determines in the exercise of his discretion that GWINNETT's Water System can supply the additional gallonage requested, said gallonage shall be supplied upon written authorization from the Director of GWINNETT's Water System.

3. BRASELTON'S SYSTEM

BRASELTON shall maintain its own storage, distribution and delivery system to service its present or future customers and shall be responsible for billing and collecting water service charges from its customers. BRASELTON shall not hereafter serve any new customers in areas beyond the customer service area depicted on Exhibit "A," attached hereto and incorporated herein by reference for an accurate description of Braselton's customer service area, unless GWINNETT and BRASELTON shall mutually agree in writing that BRASELTON may serve each such new customer or customer service area. BRASELTON consents and

agrees that GWINNETT shall have the right, from time to time, to connect to any of the water mains of BRASELTON in order to deliver water through such mains to GWINNETT's customers and, if so, GWINNETT shall be required to install proper meters for such purpose but no fees shall be owing to BRASELTON. It is expressly provided, however, that nothing herein set forth shall preclude GWINNETT at any time from serving any customer now or hereafter located within BRASELTON's present limits, as may be mutually agreed upon.

4. METERS

Gwinnett will continue to maintain a water meter at the Barrow County line on Highway 124. BRASELTON may elect to purchase other meters to measure the water delivered by GWINNETT to BRASELTON at the point or points of delivery or at the Barrow County/Gwinnett County lines as mutually agreed upon by GWINNETT and BRASELTON. Should BRASELTON make such election, BRASELTON must purchase the meter or meters directly from GWINNETT, pay all associated meter, permit and impact fees, provide the actual installation of the meter, and bear all costs associated with that meter installation including all costs associated with installing water mains of adequate size to extend to the Barrow County line. GWINNETT shall operate, repair and maintain any such meters subsequent to installation. BRASELTON shall have the right at all reasonable times to inspect said water meter or meters and to conduct such tests as may be appropriate so as to assure that it is accurately measuring the water delivered. GWINNETT shall have the right to have its representative read said meter or meters daily within such calendar month, if it so desires, and BRASELTON shall have a representative available in order that said meter or meters may be jointly read. It is expressly provided, however, that GWINNETT and BRASELTON shall have the right to read said meter or meters at such other time or times within each calendar month as

may be mutually agreeable. Should the representative of BRASELTON fail or refuse to appear at the time agreed upon, then GWINNETT's representative may read such meter or meters and the reading so made shall be final, conclusive and binding upon BRASELTON. In the event that it should appear during any month that said meter or meters have failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GWINNETT to BRASELTON during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter or meters when properly functioning, and the total use of water by BRASELTON during such period as determined by the individual retail meters of BRASELTON less the amount processed by BRASELTON's own water system, making proper allowance for water leakage and unmetered water used or otherwise obtained by BRASELTON. However, in any event, GWINNETT shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction.

5. RATE

BRASELTON agrees to pay within thirty (30) days of billing by GWINNETT for all water used in accordance with the rates set forth herein. The current rate is \$2.65 per thousand gallons for usage less than or equal to four million gallons per month and \$2.31 per thousand gallons for usage greater than four million gallons per month.

BRASELTON recognizes and agrees that the rate schedule set forth above is an initial rate schedule subject to change in the future and that GWINNETT has heretofore issued and delivered its revenue bonds in order to acquire and construct its present water and sewerage system and that it will issue and sell its revenue bonds from time to time in the future to finance

the cost of additions, extensions and improvements to the system and that GWINNETT, in its proceedings heretofore adopted and hereafter adopted authorizing issuance of such revenue bonds, has covenanted and will covenant to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain said system on a sound businesslike basis, to pay the principal of the interest on any revenue bonds heretofore or hereafter issued by GWINNETT as same mature and to create and maintain adequate reserves for that purpose, as well as to create and maintain a reserve for extensions and improvements to the system, and further that said rates must produce revenues to meet the minimum coverage level required by such proceedings and BRASELTON hereby consents thereto. It is further recognized and agreed by BRASELTON that GWINNETT may hereafter issue from time to time refunding bonds to refund any or all of the then outstanding bonds of GWINNETT and the aforesaid covenant, relative to the adoption, maintenance and revision of rates and the collection of fees and charges for water and sewerage services and facilities would likewise be applicable to any such bonds or obligations. GWINNETT, however, covenants to operate and maintain, at all times, its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable, shall be uniform in application consistent with the cost involved in total system operation. It is further recognized and agreed by BRASELTON, that all obligations herein imposed on GWINNETT shall be performable by it solely from the revenues derived from the operation of the water and sewerage system, as now existent and as hereafter added to, extended and improved.

6. PAYMENT

Should BRASELTON fail to pay the amount of the bill for any water delivered to BRASELTON by GWINNETT within the period herein provided, then GWINNETT shall have the right to cease delivering water to BRASELTON at any time it elects to do so, provided fifteen (15) days' notice of intent to do so is given BRASELTON and BRASELTON fails to make payment of all past due amounts, including any penalty, within such fifteen (15) day period.

The obligation of BRASELTON to pay for water delivered under this agreement shall never be construed to be a debt of BRASELTON requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. BRASELTON covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of BRASELTON under this Agreement.

7. SERVICE FAILURES

GWINNETT agrees to operate GWINNETT's Water system in a reasonable and customary manner; however, interruptions of service may occur in which event GWINNETT will take all reasonable means to restore the system to operation as promptly as possible in accordance with good engineering practice. If Gwinnett acts in accordance with the foregoing sentence, and should interruptions and possible lowering of pressure occur, BRASELTON shall be foreclosed from any action against GWINNETT and shall hold GWINNETT harmless from any costs including attorneys' fees incurred from any action by any one or more of BRASELTON's customers.

8. FLOW CONTROL DEVICES

GWINNETT shall have the right to install a suitable flow control device to limit the rate of flow from GWINNETT's Water System. Said device may be installed at GWINNETT's sole discretion if hourly rates of flow to BRASELTON, in the opinion of the Director of GWINNETT's Water System, are excessive. BRASELTON agrees to pay within thirty (30) days of billing the cost of acquiring and installing said device.

9. RULES AND REGULATIONS

BRASELTON agrees to comply with all rules and regulations which GWINNETT has now or may in the future impose on its water customers. Rules and regulations may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

10. FORCE MAJEURE

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning,

earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply and inability on the part of GWINNETT to deliver water hereunder, or BRASELTON to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. Should GWINNETT's ability to produce water be materially reduced by reason of force majeure, then GWINNETT shall prorate the water available to it between BRASELTON and GWINNETT's other customers on the basis of their relative consumption during the preceding year and GWINNETT shall not be obligated hereby to deliver to BRASELTON any water in excess of its share under such proration.

11. REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly known as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

12. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

13. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

14. ASSIGNMENT

The parties hereto agree that without the consent of BRASELTON, the written agreement may be assigned by GWINNETT to the Gwinnett Water and Sewerage Authority; that said assignment must be in writing and executed by GWINNETT and the Gwinnett Water and Sewerage Authority. Upon the execution of this assignment, the Gwinnett Water and Sewerage Authority, by virtue thereof shall assume and be solely responsible to comply with all the terms and conditions set forth herein and agreed upon by the parties hereto. For the purpose of this Agreement, the Gwinnett Water and Sewerage Authority shall be substituted for GWINNETT, as same shall assume and become the sole liability and responsibility of the Gwinnett Water and Sewerage Authority.

15. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between BRASELTON and GWINNETT pertaining to the sale and supply of water from GWINNETT's water and sewerage system shall become and shall be null and void and of no force and effect.

16. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be submitted immediately to and decided by arbitrators. BRASELTON shall appoint one arbitrator and GWINNETT one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse. Provided, that if the two arbitrators first chosen cannot agree on a third, then such third

arbitrator shall be appointed by a Judge of the Superior Court of Gwinnett County upon application of either of the parties hereto. Each of said arbitrators shall be a professional with experience in water production and distribution.

17. PLACE OF EXECUTION

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

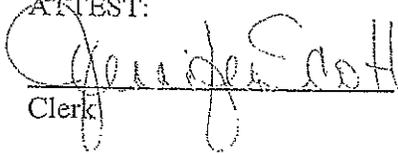
CITY OF BRASELTON

By



Mayor
H. E. Braselton

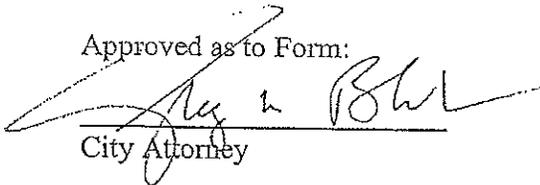
ATTEST:



Clerk

(SEAL)

Approved as to Form:



City Attorney

GWINNETT COUNTY, GEORGIA

By *F. Wayne Hill*
Chairman, Board of Commissioners
F. Wayne Hill

ATTEST:

Brenda Maddox
Clerk

(SEAL)

Approved as to Form:
William B. Jones
Deputy County Attorney

GWINNETT COUNTY WATER & SEWERAGE
AUTHORITY

By *Donald Camp*
Chairman
Donald Camp

ATTEST:

Monica For Colvin Fitchett
Secretary

(SEAL)

Approved as to Form:
William B. Jones
Attorney for Gwinnett County
Water & Sewerage Authority



STATE OF GEORGIA
CITY OF COMMERCE

WATER SALE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2007, by and between the **CITY OF COMMERCE**, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as "City"; and **BANKS COUNTY, GEORGIA**, duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, hereinafter referred to as "Banks County".

WITNESSETH:

WHEREAS, Banks County desires to purchase water from the City on an as-needed basis; and

WHEREAS, the City agrees to sell water to Banks County under certain stipulations; and

WHEREAS, the City and Banks County deem it appropriate to reduce their agreement to writing;

NOW THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between the City and Banks County, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

The City covenants to sell and deliver to Banks County such quantity of potable water as Banks County may require on an as-needed basis to serve residential and commercial customers of Banks County's water system. Such quantity shall be up to 500,000 gallons of water per day on a monthly average, with peak day demand of up to 750,000 gallons per day. The City shall have the right, at its discretion, to increase the gallons per day as set forth herein.

2.

Banks County covenants and agrees to pay the City monthly, at the rate of three dollars (\$3.00) per thousand gallon rate for the first 1,000,000 gallons, with a monthly minimum of three thousand dollars (\$3000.00). Where usage is in excess of 1,000,000 gallons, usage will be billed at the following rates:

Between 1,000,001 and 5,000,000 gallons per month:	\$2.90 per thousand gallons.
Between 5,000,001 to 10,000,000 gallons per month:	\$2.80 per thousand gallons.
Greater than 10,000,000 gallons per month:	\$2.70 per thousand gallons.

The City shall read the meter at the hereinafter described connection points between the two systems on a monthly basis to ascertain the volume of water supplied to Banks County during the metered reading period. Banks County shall have the right to be present at such readings should it so desire.

3.

Banks County shall pay the City for its usage no later than twenty (20) days after receipt of the monthly billings by the City. The rates described in Section 2 shall be effective through December 31, 2007, after which they shall be adjusted annually. Notice of adjustments shall be made in writing at least thirty (30) days prior to the effective date hereof.

4.

The connections between the City water system and the Banks County water system shall be located on (1) US Highway 441 at the elevated water tank near the Banks/Jackson County Line, (2) Fort Lamar Road north of Blacks Creek Church Road. Flow of water from the City system into the Banks County system at the said connection point(s) shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Banks County shall be in charge of letting and accepting all bids and contracts of the installation, materials and supplies for the connection and metering stations described herein. All materials and installation shall conform to City specifications. The meter shall be of size and make satisfactory to the City. Banks County shall bear all cost associated with installation of said connection.

6.

Banks County shall have the right of access to said metering station for the purpose of inspection. Banks County shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. Banks County shall be responsible for all repairs and maintenance of said metering station and may be required to have said meter tested for accuracy from time to time at Banks County's expense.

7.

Banks County shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. The City shall not be responsible for water pressures or other hydraulic problems after the water passes through the aforesaid point of connection.

8.

In the event of any shortage of water by the City by reason of *force majeure* or other cause not reasonably within the control of the City, the City agrees to share on a pro-rated basis with Banks County any water that is available. Banks County's allocation of water in this situation will be the volume of water used by Banks County during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by the City during the same time period multiplied by the volume of water estimated by the City to be available. This paragraph is not subject to the arbitration clause hereinafter set forth. Banks County will be responsible for following the same water restriction requirements as set forth from time to time by either the City and/or the State Department of Natural Resources.

9.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability.

10.

Banks County shall not sell or distribute water purchased from the City to any other public or private water system without prior written approval of the City. Banks County shall sell water purchased from the City under this contract and agreement only to end-users of Banks County's water system.

11.

None of the terms of this agreement shall prevent the parties hereto from negotiating the right for future installations of water lines.

12.

None of the terms of this agreement shall prevent Banks County from constructing water distribution facilities as may from time to time be required, except in those areas currently served by the City distribution facilities. In addition, there is nothing within this agreement that gives Banks County the right to remove any City of Commerce water customers now in existence.

13.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Banks County will appoint one arbitrator and the City will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Chief Judge of the Superior Court of Jackson County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Jackson County. This paragraph shall not apply to any matters contained "in paragraph 2 herein."

14.

It is expressly understood and agreed by and between the parties hereto that the City shall have no liability to Banks County for the City's inability to provide all water needed by Banks County under the terms and conditions set forth herein. Further, Banks County shall indemnify and hold harmless the City from any and all liability and claims of damage made against the City by any customer of Banks County.

15.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement

be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in no way affect any or all of the remaining provisions, all of which shall remain in full force and effect.

16.

This agreement shall begin on this 12th day of March, 2007 and shall terminate on March 12, 2012, unless terminated in writing by either party hereunder upon 60 days written notice to the other party.

17.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no affect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

18.

Banks County shall not assign this contract and agreement without the written consent of the City.

19.

Provisions of the Revenue bond Law (Georgia Laws 1957, Page 37, ET. Seq., as amended, amending the law formerly known as Revenue Certificate Law of 1937, Georgia laws 1937, page 761, ET. Seq., as amended), are made a part hereof, incorporated herein, and where in conflict with any of the terms of this agreement, said Revenue Bond Law shall control.

20.

All resolutions or parts of resolutions in any prior agreements, contracts, or ordinances, if any, which are in conflict with are hereby expressly repealed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF,

The parties hereto, acting by through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinafore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF COMMERCE

BY: Charles L. Hardy, Jr. (SEAL)
CHARLES L. HARDY, Jr., MAYOR

ATTEST: Shirley Willis (SEAL)
SHIRLEY WILLIS, CITY CLERK

[AFFIX CITY SEAL]

**BANKS COUNTY
BOARD OF COMMISSIONERS**

BY: Gene Hart (SEAL)
GENE HART, CHAIRMAN

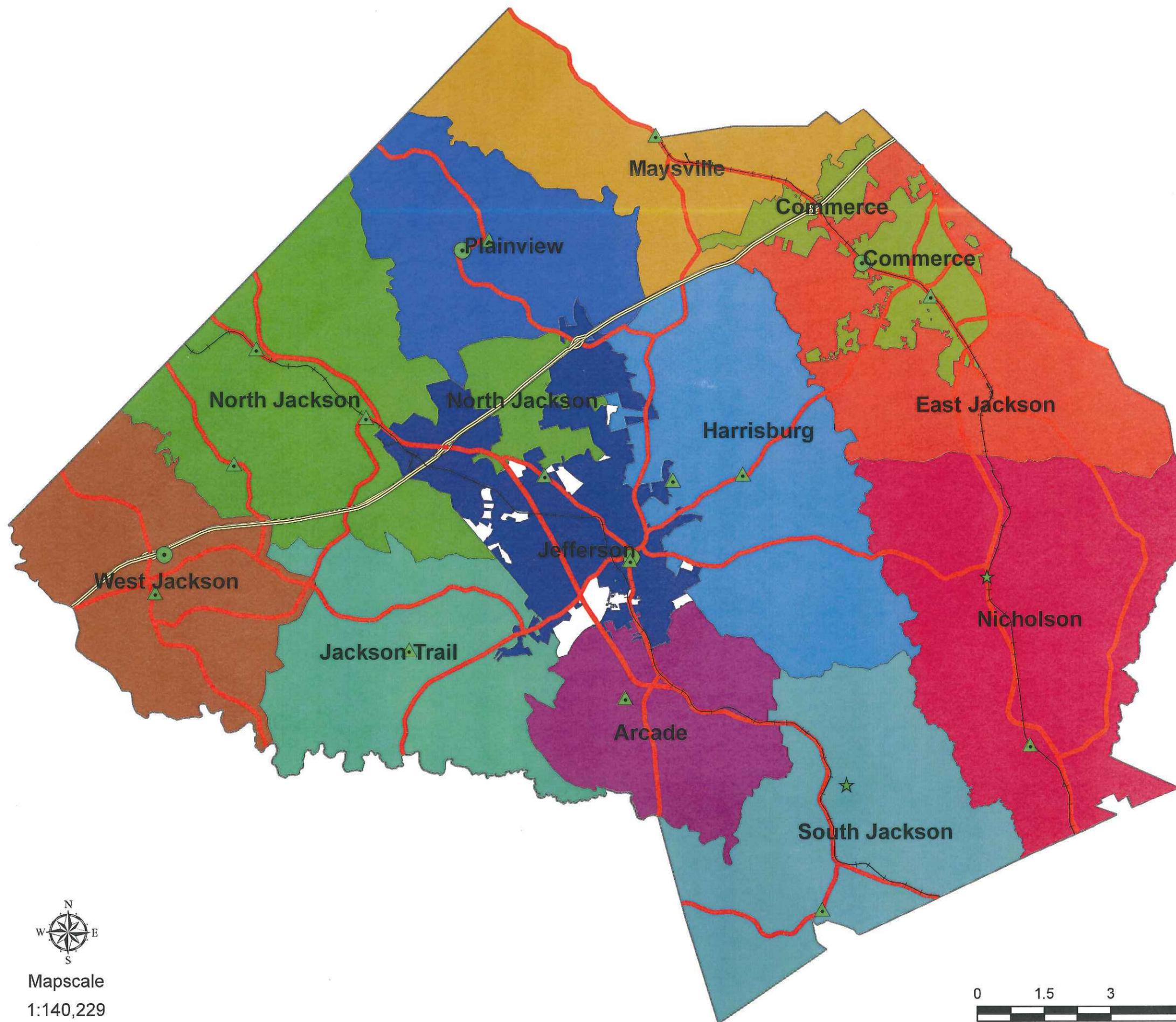
ATTEST: Regina Kelly (SEAL)

[AFFIX AUTHORITY SEAL]



Jackson County, GA Fire Service Districts

2030 Comprehensive Plan



- ★ EMS & Fire
- ▲ Fire Stations
- EMS Station

Service District

- Arcade
- Commerce
- East Jackson
- Harrisburg
- Jackson Trail
- Jefferson
- Maysville
- Nicholson
- North Jackson
- Plainview
- South Jackson
- West Jackson

Map created 07/09/2009 by jcgis/jhl



Layout & Mapping By
Jackson County GIS Department

67 Athens St
Jefferson, GA 30549

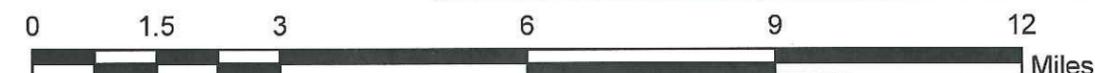
Phone: (706)-367-1877 Fax: (706)-367-2578

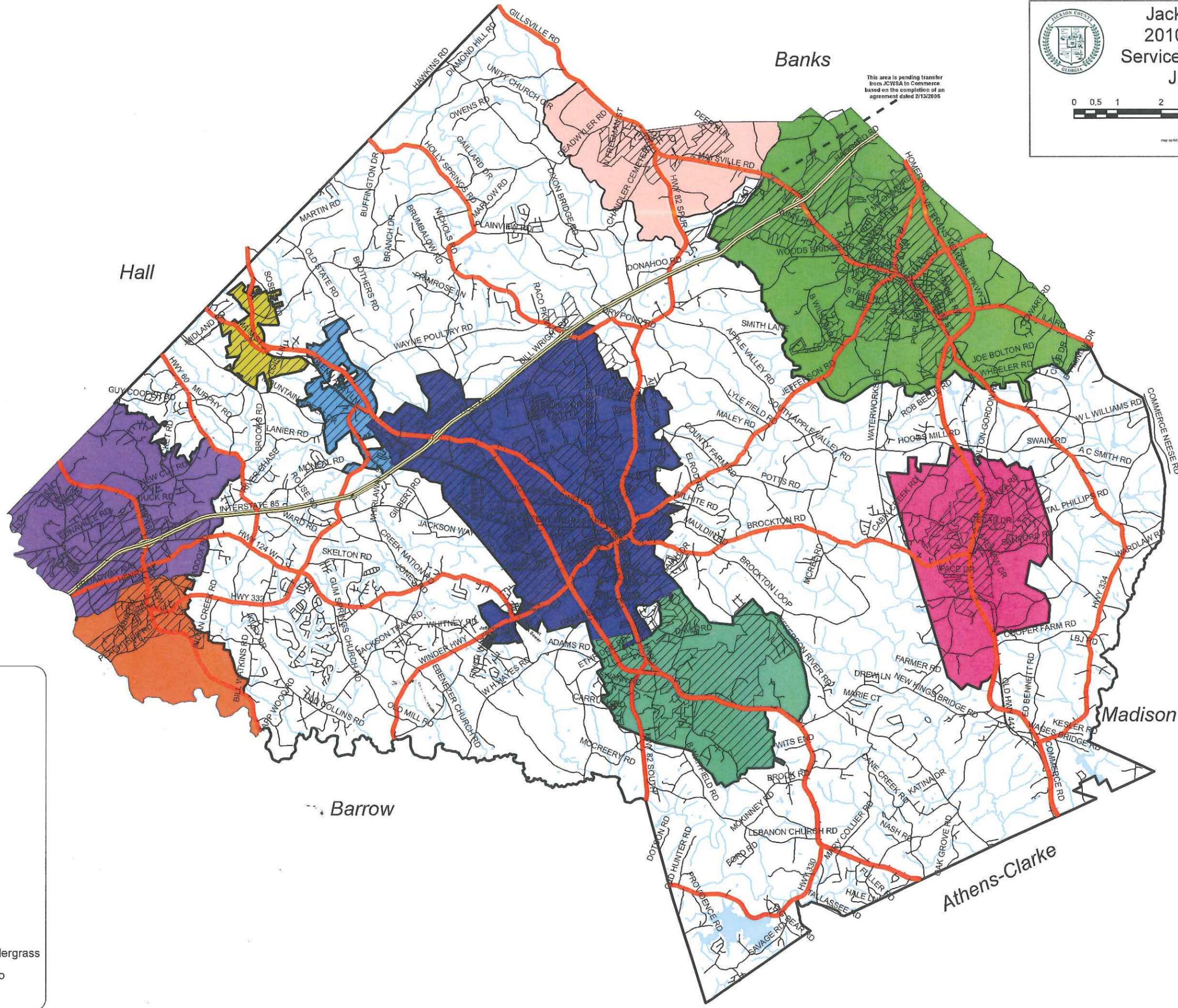
Email: jlogan@jacksoncountygov.com



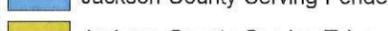
Mapscale

1:140,229





Legend

-  Callout Lines
-  Current City Limits
- Service Delivery Area**
- Area_Name**
-  Arcade
-  Braselton
-  Commerce
-  Hoschton
-  Jefferson
-  Maysville
-  Nicholson
-  Jackson County Serving Pendergrass
-  Jackson County Serving Talmo
-  JCWSA