

SERVICE DELIVERY STRATEGY

FOR PAULDING

COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- 5 -

Paulding County, City of Braswell, City of Dallas, City of Hiram,
 Industrial Building Authority

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- | | | |
|--------------------------------|---|------------------------------------|
| Addressing | Fire Protection | Septic Tank Disposal |
| Animal Control | GIS & Mapping | Sign Permitting |
| Building Permits & Inspections | Housing Authority | Solid Waste Collection |
| Building Plan Review | Indigent Legal Services | Solid Waste Management Planning |
| Business Regulation | Indigent Medical Care | Solid Waste Transfer Station |
| Cable TV Basic Rate Review | Land Development Inspections & Permitting | Stormwater / Floodplain Management |
| Cemetery Maintenance | Land Development Plan Review | Street Lights |
| Code & Ordinance Enforcement | Law Enforcement | Tax Assessments |
| Community / Senior Center | Library Services | Tax Collections |
| Comprehensive Planning | Occupational Tax Certificates | Traffic Control |
| Coroner / Medical Examiner | Parks & Recreation | Transportation Planning |
| Courts | Planning Commission & Zoning Board | Voter Registration |
| Downtown Development | Prisoner Housing | Water Distribution |
| Driveway Permits | Public Health Services | Yard Trimmings Management |
| E-911 | Recycling | |
| Economic Development | Road Construction & Maintenance | |
| Elections | Sanitary Sewer | |
| Emergency Management | | |
| Environmental Health Services | | |

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Addressing

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. County provides to Hiram, Braswell and unincorporated areas; Dallas provides upon its own rights-of-way and has an agreement with the County in the event of any conflicts.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - Current
City-County Addressing Agreement	Paulding County - Dallas	May, 1998 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Addressing

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 Paulding County provides street addressing for rights-of-way in unincorporated areas of the County as well as for rights-of-way in Braswell and Hiram. The City of Dallas provides street addressing for rights-of-way in its incorporated boundaries. In order to provide for the public safety and correct conflicts in street addressing, Dallas and Paulding County follow the terms of the "Dallas-Paulding County Addressing Agreement," dated May 12, 1998, for street addressing on City of Dallas rights-of-way.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: [Signature]
 Title: Chairman
 Attest: [Signature]

CITY OF BRASWELL

By: [Signature]
 Title: Mayor
 Attest: [Signature]

CITY OF DALLAS

By: [Signature]
 Title: Mayor
 Attest: [Signature]

CITY OF HIRAM

By: [Signature]
 Title: Mayor
 Attest: [Signature]

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding 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 area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees; Fines & Forfeitures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **Paulding County Animal Control Ordinance; City of Dallas Animal Control Ordinance**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

Amended April 1, 2000 to include changes in the agreement between Dallas and Paulding County

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

SERVICE DELIVERY AGREEMENT

Service: Animal Control

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County and the cities of Dallas and Hiram have adopted a new uniform Animal Control Ordinance, attached hereto as exhibit 'A'.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Benecky Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Joni Wynn

CITY OF DALLAS

By: Bob Perry
Title: Mayor
Attest: Judith Hackett

CITY OF HIRAM

By: D. P. Randall
Title: Mayor
Attest: Jayce M. Smith

MEMORANDUM OF UNDERSTANDING & AGREEMENT
BETWEEN PAULDING COUNTY, GEORGIA AND CITY OF DALLAS, GEORGIA
REGARDING ANIMAL CONTROL SERVICES

Whereas, both Paulding County and the City of Dallas entered into an Agreement in conjunction with the Service Delivery Strategy submitted to the Georgia Department of Community Affairs whereby both parties desired for the Paulding County Animal Control Officers to complete certain duties regarding Animal Control within the City of Dallas; and

Whereas, the City of Dallas has passed an Animal Control Ordinance similar to the Paulding County Animal Control Ordinance which indicates those items concerning animal control which will be investigated by Paulding County Animal Control officers and enforced in the City of Dallas; and

Whereas, the definitions included in the Paulding County Animal Control ordinance and the City of Dallas Animal Control ordinance are incorporated herein by reference to clarify this Memorandum of Understanding; and

Whereas, Paulding County and the City of Dallas desire to further explain through this Memorandum of Understanding and Agreement the mechanism by which Paulding County Animal Control officers will aid the City of Dallas police officers in the enforcement of the animal control ordinance.

Now therefore, Paulding County, Georgia and the City of Dallas, Georgia, by and through their respective governing authorities, hereby agree to the following special stipulations with regard to Animal Control Services:

1.

EMERGENCY CALLS

The regular operating hours for the Paulding County Animal Control Department are from 8:00 AM to 6:00 PM, Monday through Saturday. In addition, an officer is on duty to respond to call as and /or complaints between the hours of 6:00 PM and 12:00 AM, Monday through Saturday. An officer will be on call to respond to an emergency call, whether it be from the City of Dallas, City of Hiram, City of Braswell or unincorporated Paulding County, between the hours of 12:00 AM and 8:00 AM only for three circumstances: 1. An animal bite of a person, 2. Peace officer assistance; or 3. Injured animals. These hours are subject to change in the event of the Animal Control Department is temporarily short-staffed.

2.

STRAY ANIMALS IN THE CITY OF DALLAS

If Paulding County Animal Control is called into the City of Dallas to impound a stray animal, Paulding County Animal Control officers will enter the City limits and attempt to locate and capture said stray animal. For the purpose of this Memorandum , a 'stray animal' will be defined as an animal which is not under control of any Owner (under the City of Dallas definition of same) and where no Owner is immediately present for a citation to be issued at the scene of the capture of the animal. If an Animal Control officer responds to a complaint regarding an animal which fits the above definition, the animal control officer may conclude that the animal is a 'stray animal' and impound said animal by taking it to the Paulding County Animal Control shelter without contacting the City of Dallas police department. However, a record that the animal was captured in the City of Dallas must be kept by the Animal Control Department.

Should an Owner later contact the Paulding County Animal Shelter and desire to reclaim the

stray animal, the Owner will be required to go to the Dallas Police Department and receive approval for the release from the City of Dallas. This approval shall be in the form of a citation for a violation of the City of Dallas Animal Control Ordinance for the animal roaming at large, a warning for same, or a written statement from the City of Dallas allowing the release of the animal. It shall be left up to the discretion of the Dallas Police Department whether to issue a citation, a written warning or to take no action in the matter. Upon receiving documentation from the City of Dallas, the Owner must present the written approval for the release to the Paulding County Animal Control officer on duty at the Paulding County Animal Shelter. This approval shall be evidence that the person has been to the Dallas Police Department regarding the matter as described above. After viewing such approval for release and paying the standard boarding fee, the Paulding County Animal Control officer may release the animal into the custody of its Owner. Any citations issued for violations in the City of Dallas will be heard in the Dallas Municipal Court.

3.

**ORDINANCE VARIATIONS BETWEEN THE CITY OF DALLAS
AND PAULDING COUNTY**

As outlined in the City of Dallas Animal Control Ordinance, not all of the provisions included in the Paulding County Animal Control Ordinance will be enforced in the City of Dallas. Specifically, Paulding County Animal Control officers will not enforce the Paulding County Animal Control ordinance definitions of 'under control' or 'hobby kennels' or the following sections: 4-4(a) Maintenance of premises and animal noises; 4-4(b) Animal enclosures; 4-4(c)(3) Animal noises; 4-6 Vaccinations; 4-7 Animal establishments; and 4-8.1 Pet distribution. In addition, section 4-9 of said ordinance has been modified for jurisdictional purposes to meet the City of Dallas' jurisdiction. (Refer to the City of Dallas Animal Control

Ordinance and Paulding County Animal Control Ordinance for the full sections as modified).

Should the Paulding County Animal Control Department receive a call regarding these sections, Animal Control officers shall inform the calling citizen that either the City of Dallas has no provision regarding their call or that they should contact the City of Dallas regarding their concern, whichever response is appropriate.

4.

CITATIONS ISSUED IN THE CITY OF DALLAS

FOR VIOLATION OF THE CITY'S ANIMAL CONTROL ORDINANCE

Should the Paulding County Animal Control Department be called into the City of Dallas regarding an animal control matter which is not a 'stray animal' as defined and outlined above in paragraph 2 of this Memorandum, the Paulding County Animal Control officer may begin the initial investigative work, but will immediately contact the City of Dallas Police Department. Upon the arrival of the City of Dallas police officer, the Animal Control officer will inform the Dallas police officer of his/her findings and may provide a recommendation as to the action taken. The City of Dallas police officer will assume jurisdiction and continue the investigation. The City of Dallas officer will have sole discretion in the matter and will have the sole authority to issue citations concerning the incident. Paulding County Animal Control officers will not issue any citations in the city for violations of the City of Dallas Animal Control Ordinance and all such citations issued in the City of Dallas will be tried in the Dallas Municipal Court.

5.

COURT APPEARANCES AS WITNESSES

Should an employee of the Paulding County Animal Control Department be required to attend Municipal Court and testify for the City of Dallas as to an Animal Control matter, the City

of Dallas shall pay the Paulding County Animal Control Department employee its standard witness fee for such court appearance.

So agreed this _____ day of _____, 2000.

CITY OF DALLAS, GEORGIA
By and Through Its Mayor and City Council

By: Boyd Austin
Boyd Austin, Mayor

Jurinda C. Libetta
Clerk, City of Dallas

PAULDING COUNTY, GEORGIA
By and Through Its Board of Commissioners

By: Bill Carruth
Bill Carruth, Chairman

Clerk, Paulding County Board of
Commissioners

**ORDINANCE AMENDMENT
NO. 99-13
ANIMAL CONTROL**

WHEREAS, The Charter of the City of Dallas, Georgia does allow the Mayor and Council to adopt Ordinances to protect the public safety and welfare, **AND**

WHEREAS, the Mayor and Council desire to amend the city's Animal Control Ordinance so as to allow the Paulding County Animal Control Officers to perform certain duties within the City of Dallas, Georgia, **NOW**

THEREFORE, be it ordained by the Mayor and Council of the City of Dallas, Georgia that the Code of Ordinances of the City of Dallas, Georgia be amended as follows:

Sections §5-200 through §5-209 shall be deleted in its entirety and a new Section §5-200 shall be created to read as follows:

Sec. §5-201 Definition.

Whenever used in this ordinance, the following terms shall mean:

(a) **Animal:** Any type of domestic animal commonly kept as a pet including, but not limited to, dogs and cats.

(b) **Abandoned animal:** Any animal shall be considered abandoned for the purpose of this ordinance which has been placed upon public property or within a public building unattended or uncared for. Further, any animal shall be considered abandoned, for the purposes of this ordinance, which has been placed upon the private property of another without the express permission of the owner, custodian or tenant of the property and is left unattended or uncared for. Any animal shall also be considered as abandoned, for the purposes of this act, which has been on the property of the owner or custodian of such animal for more than thirty-six (36) hours unattended and without food and water.

(c) **Animal establishment:** Any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

(d) **Animal shelter.** Any facility operated by any governmental entity, humane society, or other organization for the purpose of impounding or caring for animals held under the authority of this ordinance or state law.

(e) **At large:** An animal is considered at large when it is not under control as provided herein.

(f) **Auctions:** Any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this ordinance. Individual sales of animals by owners are not auctions as defined in this ordinance.

(g) **Cruelty:** Every act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animal as defined in this section.

(h) **Humane manner:** Care of an animal to include, but not to be limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

(i) **Kennel:** Any premises where any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animal.

(j) **Neutered:** Incapable of sexual reproduction.

(k) **Nuisance:** An animal shall be considered a nuisance if it: (1) damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas; (2) causes unsanitary, dangerous or offensive conditions; (3) causes a disturbance by excessive barking or other noisemaking; (4) molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person; or (5) chases vehicles or attacks other animals.

(l) **Owner:** Any person who has title to or the right to possession of an animal, including, but not limited to, the caretaker or custodian of any animal or person harboring or having control of an animal. An animal is deemed in a person's possession if it is fed or sheltered for three (3) consecutive days or more.

(m) **Pet shop:** Any person engaged in the business of buying or selling two (2) or more species of live animals with the intent that they be kept as pets.

(n) **Spayed:** Incapable of sexual reproduction.

(o) **Under control:** Any animal shall be considered under control if it is confined to the premises of its owner and is secured by a leash, chain or lead, or is confined within a fenced enclosure or if it is under voice control; or when it is away from the premises of the owner, it is under voice control or secured by a leash, chain, or lead of sufficient strength to prevent it from escaping from its owner.

(p) **Veterinary clinic or hospital:** A clinic or hospital operated by a licensed veterinarian.

(q) **Unsanitary:** Involving conditions such as, but not limited to, filth and bacteria, which endanger the health of humans and/or animals.

ORDINANCE AMENDMENT 99-13
PAGE 3

(r) **Vicious animal:** Any animal which constitutes a physical threat to human beings or other animals by virtue of one (1) or more documented unprovoked attacks or threats of attack of such severity as to cause physical injury, or significant mental trauma to the victim. An animal is also considered to be vicious if it makes an unprovoked attack on other animals or on physical property. Animal attacks shall be documented by reporting such attacks to the Paulding County Animal Control Office. If the attack involves the biting of a person or another animal, the attack shall also be reported to the Paulding County Animal Control Office.

(s) **Wild and exotic animals:** Include any monkey or other non-human primate, such as raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, llama, wild rabbit, tarantula, wild rodent, and reptiles, including, but not limited to, crocodiles, alligators, poisonous snakes, caiman, and gavials, and any other animal so designated by the Animal Control Department.

Sec. §5-202. Scope of ordinance.

Nothing in this ordinance 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.

Sec. §5-203. Enforcement.

The Paulding County Animal Control Department, or any other agency designated by the Mayor and Council, shall be the investigative agency for all complaints of violations of this Ordinance to include the issuance of "warning citations" as to violations. Any action requiring the issuance of a citation that will be adjudicated in the City of Dallas Municipal Court shall be issued by the City of Dallas Police Department.

Sec. §5-204. Restraint.

The owner shall keep his/her animal under restraint at all times and shall not permit such animal to be at large, off the owner's premises or property, unless under control of a competent person.

Sec. §5-205. Wild and exotic animals.

- (a) Generally No person or business shall own, harbor or permit to be kept or harbored a wild and exotic animal within the City of Dallas, other than licensed animal establishments which are approved in writing by the City of Dallas, which licenses may be granted upon presentation of evidence satisfactory to the city that appropriate safeguards for protection of the public will be maintained.
- (b) Sales. Any animal establishment approved by the city for offering for the sale of any wild and exotic animal shall post conspicuously at the place of sale or display a notice in form and substance approved by the city that no person may lawfully own, keep, harbor or permit to be kept or harbored, any wild and exotic animal within the city without a license as required in paragraph (a) of Sec. §5-205 of this Ordinance.

ORDINANCE AMENDMENT 99-13
PAGE 4

(c) Impoundment.

- a. The Paulding County Animal Control Department may impound any wild and exotic animal that is owned or harbored in violation of this ordinance, and may destroy or rehabilitate any such animal upon conviction of its owner or other responsible person for a violation of this subsection, notwithstanding the impoundment provisions of this ordinance.
- b. Any wild and exotic animal impounded pursuant to the provisions of this subsection shall remain impounded or confined by the Paulding County Animal Control Department until a final order of disposition is entered by a court of competent jurisdiction with respect to the violations of the provisions of this ordinance.

Sec. §5-206 Rabid animals.

- (a) Every veterinarian shall report promptly to the Georgia Department of Human Resources and the Paulding County Animal Control Department all cases of rabies in animals treated by the veterinarian' giving the name and addresses of the owner of any animals bitten by the rabid animal, so far as known.
- (b) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies or knows that an animal has been bitten by a rabid animal, shall promptly report the information, to the extent known, to the Georgia Department of Human Resources and the Paulding County Animal Control Department.
- (c) It shall be the duty of the owner, the Health Department, physicians, hospitals, or other person or agency gaining information that any domestic animal or person has been bitten or is probably infected with rabies, to incarcerate or impound the animal in the facility of a competent veterinarian or animal shelter within this county, where the animal shall be held for observation for any period of time as may be reasonably necessary to determine whether the animal is infected with rabies.

Sec. §5-207 Cruelty.

(a) It shall be unlawful for any person by commission or omission to:

- (1) Overdrive, overload, overwork torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in inhumane manner or otherwise mistreat any animal;
- (2) Fail to provide any animal with proper food and veterinary care;
- (3) Fail to provide any animal with reasonable access to shelter to protect it from all types of weather, twenty-four (24) hours daily;
- (4) Fail to provide any animal access to good and wholesome fresh water at all times;
- (5) Intentionally poison any animal;
- (6) Allow or permit any fight between animals, or to allow or permit a fight in or upon any premises in that person's possession or under that person's control;

ORDINANCE AMENDMENT 99-13
PAGE 5

- (7) Allow an animal to be kept in unsanitary conditions;
- (8) Keep or confine an animal in other than a humane manner.

(b) It shall be unlawful to release any animal on any property with the intent to abandon the animal. Each person who does abandon, knowingly or willingly permits such abandonment or aids in the abandonment of any animal, shall be in violation of this Ordinance.

Sec. §5-208 Vaccination.

Any animal owner within the City of Dallas shall have their animals over three (3) months of age, including but not limited to dogs and cats, inoculated for the prevention of rabies in a manner pre-approved in writing by the Paulding County Health Department or by a licensed veterinarian in a manner consistent with State Law and Paulding County Department of Health policies.

All rules and regulations of the County Board of Health and the Georgia Department of Human-Resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated herein by reference as though fully set forth in this ordinance.

Sec. §5-209 Impoundment and adoption.

(a) Impoundment.

- (1) Any animal at large or otherwise in violation of the provisions of this ordinance may be impounded in the Paulding County Animal Shelter in a humane manner, for a period of not less than three (3) days. If within that time an animal so impounded has not been reclaimed by its owner in accordance with the provisions of this ordinance, the animal shall become the absolute property of the Paulding County Animal Control Department, which may convey ownership of the animal to any responsible person on any conditions that the Animal Control Department may prescribe, or the Animal Control Department may humanely destroy the animal.
- (2) A Paulding County Animal Control Officer may follow an animal that has been seen by that officer running at large onto private property to capture and impound the animal. No injunction, action or claim for damages may be brought against the City of Dallas or the Paulding County Animal Control Department or its officers, agents or employees with respect to actions herein contemplated.
- (3) The Animal Control Department shall make a reasonable effort to notify the owner of any animal impounded in the animal shelter that the animal has been impounded, the manner by which the animal may be reclaimed, and that the animal may be destroyed and shall become the property of the Animal Control Department as provided herein.
- (4) Following the impoundment of an animal found at large which has on it its owner's address and prior to its destruction, the Paulding County Animal Control Department shall give the owner three (3) days' notice of the proposed destruction by letter, or phone, or "door-knocker".

ORDINANCE AMENDMENT 99-13
PAGE 6

- (5) Notwithstanding any provisions of this ordinance to the contrary, the Animal Control Department may refuse to release any animal impounded in the animal shelter for rabies or contagious disease quarantine or for use as evidence in a criminal prosecution, for any time period as the Animal Control Department may determine.
- (6) Notwithstanding any provision of this ordinance to the contrary, the Animal Control Department may humanely destroy any animal impounded in the animal shelter when the Animal Control Department reasonably believes that the destruction of the animal is necessary to prevent disease or injury to the animals or to humans due to overcrowding in the animal shelter, the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition.
- (7) Notwithstanding any provision of this ordinance to the contrary, the Animal Control Department may humanely destroy any animal impounded in the animal shelter when the Animal Control Department reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.
- (8) The Animal Control Department may set all appropriate fees pertaining to the care and impoundment of impoundment animals.
- (9) The owner of an animal impounded in the animal shelter shall be liable for all fees and charges, notwithstanding the destruction or adoption of the animal.

(b) Adoption. The Paulding County Animal Control Department may convey ownership (permits adoption of) any animal which has become the property of the Animal Control Department to a responsible person subject to any conditions as may be prescribed by the Animal Control Department, including, but without limitation, to the following:

- (1) Payment of an adoption fee to be set by the Animal Control Department and any vaccination, licensing or veterinary costs;
- (2) Evidence satisfactory to the Animal Control Department that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other disease have been or will be administered;
- (3) Evidence satisfactory to the Animal Control Department that the animal has been, or will be, neutered or spayed.

Sec. §5-210 Penalties.

(a) Enforcement responsibility. The provisions of this ordinance shall be enforced by the Paulding County Animal Control Department, and the City of Dallas Police Department.

Persons in violation of this ordinance shall be subject to the jurisdiction of the City of Dallas Municipal Court.

(b) Interference. No person shall interfere with hinder or molest the Paulding County Animal Control Department or any other officer in the performance of his/her duties. No person shall seek to release any animal in the custody of the Animal Control Department, except as herein provided

ORDINANCE AMENDMENT 99-13
PAGE 7

(c) Right of entry.

- (1) The animal control officers, sheriffs deputies and other enforcement officers of the city are hereby authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this ordinance , including, but not limited to, an animal that has bitten a person within ten (10) days.
- (2) The City of Dallas Police Department may use any force necessary to remove any animal locked in a closed vehicle between the dates of May first, and September thirtieth. The operator of the vehicle will be charged with cruelty to animals as defined in this ordinance. No injunction or claim for damages may be placed against the Animal Control Department, its officers or the City of Dallas, and its officers for this action.

(d) Citations. Officers of the Dallas Police Department are hereby authorized to issue a citation to any person for violation of any provisions of this ordinance.

(e) Equipment The Animal Control Department is authorized to employ any equipment it deems necessary to enforce the provisions of this ordinance, including, but not limited to, humane wire box traps, and the Animal Control Department may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.

(f) Penalties for violations. Any person convicted of a violation of this ordinance shall be subject to penalties as defined in Section §4.13 of the Charter of the City of Dallas, Georgia.

Sec. §5-210. Records.

It shall be the duty of the Animal Control Department to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

SO SHALL IT BE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA THIS 6th DAY OF December, 1999.

Boyd L. Arny
MAYOR

[Signature]
COUNCILMAN

[Signature]
COUNCILMAN

[Signature]
COUNCILMAN

[Signature]
COUNCILMAN

John H. Cochran
COUNCILMAN

Frank L. Myer
COUNCILMAN

ATTEST: [Signature]

ATTACHMENT "E"

RESOLUTION NO.: 00-08ADOPTING THE 2000 ANIMAL CONTROL ORDINANCEOF PAULDING COUNTY, GEORGIA

STATE OF GEORGIA

COUNTY OF PAULDING

WHEREAS, the Board of Commissioners of Paulding County is charged with the responsibility of protecting the health, safety, and welfare of the citizens of Paulding County with respect to the control and regulation of animals in the County;

WHEREAS, the 1991 version of the Animal Control Ordinance has been revised to create the attached "2000 Animal Control Ordinance" in the following sections: the Hobby Kennel definition, the Under Control definition, Section 4-4(c)(1), Section 4-4(d), Section 4-7 and Section 4-8(1);

WHEREAS, in order to protect the health, safety, and welfare of the citizens of Paulding County, the Board of Commissioners believes that it is in the best interest of the citizens of the county to amend the current county ordinances in Chapter 4 of the Paulding County Code of Ordinances, entitled "Animal Control";

NOW THEREFORE, be it resolved by the Paulding County Board of Commissioners that Chapter 4 of the Paulding County Code of Ordinances is hereby amended in the following respects:

1.

Chapter 4 of the Paulding County Code of Ordinances entitled the 1991 Animal Control Ordinance shall be stricken in its entirety;

2.

A new Chapter 4 of the Paulding County Code of Ordinances entitled the 2000 Animal Control Ordinance of Paulding County shall be inserted in its place. Said 2000 Animal Control Ordinance of Paulding County is attached hereto as 'Exhibit A' and incorporated herein by reference thereto.

3.

Said 2000 Animal Control Ordinance of Paulding County shall have an effective date of March 29, 2000.

4.

All other aspects of the Code of Ordinances of Paulding County shall remain in full force and effect.

SO RESOLVED THIS 30th DAY OF March, 2000.

VOTE ON RESOLUTION

	<u>Yes</u>	<u>No</u>	<u>Abstain/Absent</u>
Chairman Bill Carruth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post 1 Mike Pope	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post 2 Roger Leggett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post 3 Hal Echols	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post 4 Wayne Kirby	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Beverly Cochran
 Clerk, Paulding County Board of Commissioners

Chapter 4

2000 ANIMAL CONTROL ORDINANCE OF PAULDING COUNTY, GEORGIA¹ *as amended*

Sec. 4-1. Title.

This chapter shall be named and may be cited as the "Animal Control Ordinance" of Paulding County.
(Ord. Of 12-10-91)

Sec. 4-2. Definition.

Whenever used in this chapter, the following term shall mean:

Animal: Any type of domestic animal commonly kept as a pet including, but not limited to, dogs and cats.

Animal -- Abandoned Animal: Any animal shall be considered abandoned for the purpose of this chapter which has been placed upon public property or within a public building unattended or uncared for. Further, any animal shall be considered abandoned, for the purposes of this chapter, which has been placed upon the private property of another without the express permission of the owner, custodian or tenant of the property and is left unattended or uncared for. Any animal shall also be considered as abandoned, for the purposes of this act, which has been on the property of the owner or custodian of such animal for more than thirty-six (36) hours unattended and uncared for without food and water.

Animal Establishment: Any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

Animal Shelter: Any facility operated by any governmental entity, humane society, or other organization for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

At Large: An animal is considered at large when it is not under control as provided herein.

¹Editor's note — An ordinance adopted December 10, 1991, amended Ch. 4 to read as herein set out. Former Ch. 4, §§ 4-1—4-12 pertained to similar subject matter and derived from an ordinance adopted July 22, 1986, §§ 1—9; an ordinance adopted September 23, 1986; an ordinance adopted November 11, 1986; an ordinance adopted October 6, 1987, and ordinance adopted November 10, 1987; an ordinance adopted February 23, 1988; a resolution adopted July 11, 1989 and a resolution adopted March 13, 1990.

PAULDING COUNTY CODE

Auctions: Any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. Individual sales of animals by owners are not auctions as defined in this chapter.

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

Hobby Kennel/Breeder: A person shall be considered a hobby kennel/breeder if they offer for sale one litter of animals during a twelve month period per household. Under this definition, a household which sells two litters during a twelve month period, even if the litters are produced from different animals, will not be considered a hobby breeder and will be subject to the registration procedures applicable to animal establishments and breeders as designated herein.

Humane Manner: Care of an animal to include, but not be limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all time, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

Kennel: Any premises where any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

Neutered: Incapable of sexual reproduction.

Nuisance: An animal shall be considered a nuisance if it: (1) damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas; (2) causes unsanitary, dangerous or offensive conditions; (3) causes a disturbance by excessive barking or other noise making; (4) molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person, or (5) chases vehicles or attacks other animals.

Owner: Any person who has title to or the right to possession of an animal, including, but not limited to, the caretaker or custodian of any animal or person harboring or having control of an animal. An animal is deemed in a person's possession if it is fed or sheltered for three (3) consecutive days or more.

Pet Shop: Any person engaged in the business of buying or selling two (2) or more species of live animals with the intent that they be kept as pets.

Spayed: Incapable of sexual reproduction.

ANIMAL CONTROL

Under Control. Any animal shall be considered under control if it is on the property and/or premises of its owner, or is secured by a leash, chain, or lead of sufficient strength or fence to prevent it from escaping from its owner when away from the premises of the owner. An animal may be considered under control if the owner is accompanying the animal and has voice; whistle or other control over said animal and said animal is trained to respond to said voice, whistle or other control. The burden of proving that an animal is trained to respond to voice, whistle or other control remains with the owner of said animal and a rebuttable presumption exists that an animal which is not confined to the premises of its owner without being secured by a chain, leash or lead of sufficient strength or fence to prevent it from escaping is not under control of its owner.

Unsanitary: Involving conditions such as, but not limited to, filth and bacteria, which endanger the health of humans and/or animals.

Veterinary clinic or hospital: A clinic or hospital operated by a currently licensed veterinarian.

Vicious animal: Any animal which constitutes a physical threat to human beings or other animals by virtue of one (1) or more documented or unprovoked attacks or threats of attack of such severity as to cause physical injury, or significant mental trauma to the victim. An animal is also considered to be vicious if it makes an unprovoked attack on other animals or on physical property. Animal attacks shall be documented by reporting such attacks to the Paulding County Animal Control Office. If the animal attack involves the biting of a person or another animal, the attack shall also be reported to the Paulding County Animal Control Office.

Wild and exotic animals: Include any monkey or other nonhuman primate, such as raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, llama, wild rabbit, tarantula, wild rodent, and reptiles, including, but not limited to, crocodiles, alligators, poisonous snakes, caiman, and gavia, and any other animal so designated by the Animal Control Department.

(Ord. Of 12-10-91)

Sec. 4-3. Scope of chapter

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, state, or municipal law

Sec. 4-4. Intent of chapter

- (a) *Maintenance of premises and disturbing noises.* An animal's owner's premises shall be maintained in such a manner as not to constitute either a private nuisance to the adjoining property owners or a nuisance to the public generally

PAULDING COUNTY CODE

Pens in which animals are confined or maintained shall be cleaned regularly so that they are kept free from offensive odors which would disturb any person residing in or operating a business within a reasonable distance of the premises. The animals themselves shall be restrained in such a fashion that they shall not disturb such persons by making noise.

(b) *Animal or fowl enclosures.* It shall be unlawful for any person to have, control or possess any pasture or enclosure for livestock or fowl in any fashion not authorized by the zoning ordinances of the county. All pastures or enclosures shall at all times be kept and maintained in a proper, clean and sanitary condition.

(c) *Confinement of animals.*

(1) *Generally.* It shall be the duty of any animal owner to ensure an animal is under control of its owner and to prevent the animal from having access to the property of another person. An animal may leave the property of the animal owner, but the animal owner must have the animal under control and must prevent the animal from having access to the property of another person without the permission of that person, or from attacking, threatening or harassing other persons, or from damaging other person's property.

It shall be further the duty of any animal owner to restrain his animal in such a manner as to prevent the animal from attacking, threatening, or harassing any person on the public right-of-way of the roads, streets, highways and sidewalks in Paulding County, Georgia.

(2) *Vicious animals.* Any owner of a vicious animal shall confine it within a building or secure enclosure and not release it unless it is securely muzzled or under restraint. Any vicious animal not secured as provided in this chapter is hereby declared a nuisance and may be impounded pursuant to the provisions of this chapter and/or confined by the Animal Control Department for a period of thirty (30) days, provided that, if an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any vicious animal for any violation of this chapter, the court may, upon conviction entered against the owner or responsible person, order that the animal be humanely destroyed.

ANIMAL CONTROL

(3) *Animal noises*a. *Generally*

- (i) An owner of an animal shall not permit said animal to make frequent or continuous unnecessary noises or sounds across a residential or commercial boundary line.
- (ii) An owner shall not permit the animal to make any unnecessary noises which can be heard across a residential or commercial boundary line for a period of fifteen (15) continuous minutes to the disturbance of any person at any time of the day or night
- (iii) Any person disturbed by such noise which has continued for fifteen (15) minutes or longer may file a complaint with the Animal Control Department.
- (iv) This chapter shall not apply to an animal creating a disturbance in response to a person who is trespassing or who is threatening or attempting to trespass upon the property on which the animal is situated.

b. *Complaint procedure.* A complaint of animal noise shall be submitted to the Animal Control Department in accordance with the following requirements:

- (i) The complainant shall submit a complaint form stating the name and address of complainant, the name and address of the owner of the animal causing the disturbance, the type and physical description of said animal, and a description of the nature of the disturbance; such complaint form shall be accompanied by one if the following:
- (ii) A videotape, complete with sound, which depicts the animal responsible for the disturbance, in the act of causing or making disturbing or unnecessary sounds and/or noises for a period of no less than fifteen (15) minutes; the residence of the owner of said offending animal, unless the animal is being kept on commercial premises, in which case the video shall show such premises; and the premises of the complainant showing the distance between the complainant's premises and the premises of the owner of the offending animal; or

PAULDING COUNTY CODE

- (iii) An audiocassette which includes a recording of the animal responsible for the disturbance, in the act of causing or making the noises or sounds complained of for a period of no less than fifteen (15) minutes; a description of the approximate distance between the complainants premises and the offending animal; and a statement by the complainant describing the approximate distance between the audiocassette recorder and the offending animal at the time the recording was made. If the complainant seeks to submit an audiocassette recording to verify the written complaint, he or she shall include the signed statements of two (2) persons--not related to the complainant, witnessing the recording that the recording is true and accurate.

c. *Department action.*

Upon receipt of a complaint submitted in accordance with the requirements set forth above, the Animal Control Department shall conduct an investigation of the complaint and, upon its determination that a violation has occurred, shall issue a warning to the owner of said animal.

If, within thirty (30) days of the submission of the original complaint, the complainant notifies the Animal Control Department that said animal is again making frequent or unnecessary sounds or noises across a residential or commercial boundary line, the owner of said animal shall be subject to citation under this chapter for the initial verified complaint.

(d) *Wild and exotic animals.*

- (1) *Generally.* No person or business shall own, harbor or permit to be kept or harbored, a wild or exotic animal within the county, other than those persons who have received a written license to harbor and/or own a wild or exotic animal, as described herein, and those licensed animal establishments which have received approval in writing by the Animal Control Department as a license for same.

- (a) *Licensing.* Said licenses may be granted upon presentation of evidence satisfactory to the Animal Control Department that appropriate safeguards for the protection of the public are maintained and that the Georgia Department of Natural Resources has been properly notified of the proposed harboring of said wild and/or exotic animal and have not objected to same.

ANIMAL CONTROL

- (b) *Pubic Notice.* All persons and or businesses which have received a license to harbor, keep and/or own a wild or exotic animal, as described herein, shall at all times conspicuously post on the premises where the wild and/or exotic animal is harbored, kept, housed, or sheltered, a notice in form and substance approved by the Animal Control Department which states that a wild and/or exotic animal is kept on the premises. In addition, the person and or business which has received a license to harbor, keep and/or own a wild or exotic animal, as described herein, shall at all times conspicuously post on the premises where the wild or exotic animal is harbored, kept, housed, or sheltered, a copy of the written license to harbor, keep and/or own a wild or exotic animal.
- (2) *Sales.* Any animal establishment approved by the Animal Control Department for offering for sale any wild and exotic animal, as described above, shall post conspicuously at the place of sale or display of said animals, a notice in form and substance approved by the Animal Control Department which states that no person shall lawfully own, keep, or harbor or permit to be kept or harbored, any wild or exotic animal within the county without obtaining a written license and approval for same as described herein.
- (3) *Impoundment.*
 - a. The Animal Control Department may impound any wild or exotic animal that is owned or harbored in violation of this chapter, and may destroy or rehabilitate any such animal [sic] conviction of its owner or other responsible person for a violation of this subsection, notwithstanding the impoundment the impoundment provisions of this chapter.
 - b. Any wild or exotic animal impounded pursuant to the provisions of this subsection shall remain impounded or confined by the Animal Control Department until a final order of disposition is entered by a court of competent jurisdiction with respect to the violations of the provisions of this chapter.
- (e) *Rabid animals.*
 - (1) Every veterinarian shall report promptly to the Georgia Department of

PAULDING COUNTY CODE

Human Resources and the Animal Control Department all cases of rabies in animals treated by the veterinarian, giving the name and addresses of the owner of any animal bitten by the rabid animal, so far as known.

- (2) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies or knows that an animal has been bitten by a rabid animal, shall promptly report the information, to the extent known, to the Georgia Department of Human Resources and the Animal Control Department.
- (3) It shall be the duty of the owner, the Health Department, physicians, hospitals or other person or agency gaining information that any domestic animal or person has been bitten or is probably infected with rabies, to incarcerate or impound the animal in the facility or a competent veterinarian or animal shelter within this county, where the animal shall be held for observation for any period of time as may be reasonably necessary to determine whether the animal is infected with rabies.

(Ord. of 12-10-91; Res. Or 6-28-94)

Sec. 4-5. Cruelty

- (a) It shall be unlawful for any person by commission or omission to.
 - (1) Overdrive, overload, overwork, torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat any animal;
 - (2) Fail to provide any animal with proper food and veterinary care.
 - (3) Fail to provide any animal with access to shelter to protect it from all types of weather, twenty-four (24) hours daily;
 - (4) Fail to provide any animal access to good and wholesome fresh water at all times;
 - (5) Intentionally poison any animal.
 - (6) Allow or permit any fight between animals, or to allow or permit a fight in or upon any premises in that person's possession or under that person's control;

ANIMAL CONTROL

- (7) Allow an animal to be kept in unsanitary conditions;
 - (8) Keep or confine an animal in other than a humane manner.
- (b) It shall be unlawful to release any animal on any property with the intent to abandon the animal. Each person who does abandon, knowingly or willingly permits such abandonment or aids in the abandonment of any animal, shall be in violation of this chapter.
- (Ord. of 12-10-91)

Sec. 4-6. Vaccination.

Any animal owner within Paulding County shall have their animals over three (3) months of age, including but not to limit to dogs and cats, inoculated for the prevention of rabies in a manner pre-approved in writing by the Paulding County Health Department or by a licensed veterinarian in a manner consistent with Georgia Law (including, but not limited to, Georgia Department of Human Resources regulations) and Paulding County Department of Health policies and regulations.

The Animal Control Department may adopt any other rabies control regulations as it deems necessary for the protection of the public health and safety

All rules and regulations of the County Board of Health and the Georgia Department of Human Resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated herein by reference as though fully set forth in this chapter and hereby adopted and enforced.

(Ord. of 12-10-91).

Sec. 4-7. Animal establishments.

- (a) *Permits.*
 - (1) No person shall operate an animal establishment without first obtaining a permit from the Animal Control Department in compliance with this chapter, nor may any person operate an animal establishment in a manner in violation of any provision of this chapter.
 - (2) The license period shall begin with the first day of the calendar year and run for one (1) year. Renewal application for permits shall be made thirty (30) days prior to and up to sixty (60) days after January first of each year. Application for a permit for a new establishment under the

PAULDING COUNTY CODE

provisions of this chapter shall be made within sixty (60) days of the start of business or operation.

- (3) Every facility regulated by this article shall be considered a separate enterprise requiring an individual permit of each separate facility at difference locations but owned by the same person shall be considered as two (2) animal establishments.
- (4) The Animal Control Department shall either issue or decline to issue a permit to the applicant. If a permit is not granted, it shall notify the applicant in writing of the reason for denial.
- (5) Any animal establishment denied a permit may not reapply for a period of at least thirty (30) days. Each application shall describe any previous denial or revocation.
- (6) If an applicant is shown to have withheld or falsified any material information on any application, the Animal Control Department may refuse to issue or is entitled to revoke any permit.

(b) *Hobby Kennel/Breeder:*

A person shall be considered a hobby kennel/breeder if they offer for sale one litter of animals during a twelve month period per household. A hobby kennel/breeder will not be subject to the registration procedures applicable to animal establishments and breeders as designated herein. Hobby kennels/breeders shall only offer for sale and distribute animals through private residences and may not be affiliated with any pet shop, breeder or animal establishment. Under this definition, a household which sells two litters during a twelve month period, even if the litters are produced from different animals, will not be considered a hobby breeder and will be subject to the registration procedures applicable to animal establishments and breeders as designated herein.

(c) *Revocation of permits*

- (1) The Animal Control Department may revoke any permit if the person holding the permit refuses or fails to comply with this chapter, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided in this section.

ANIMAL CONTROL

- (2) Whenever a permit is revoked for a cause, or pending any proceeding to contest such action, the Animal Control Department shall have the power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as the period of time that reasonably shall be allowed for removal of animals from the premises and shall state the specific reasons for the revocation. In the event any owner shall fail to remove the animals as directed, the Animal Control Department may impound the animals pursuant to the provisions of this chapter.
- (d) Compliance with this code.
- (1) An animal establishment shall not sell, trade or give away any dog or cat over three (3) months of age unless the dog or cat has been vaccinated as required by this chapter.
 - (2) Building temperature shall be maintained at a level that is healthful for every species of animal kept in the kennel. Adequate ventilation shall be maintained.
 - (3) Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or top of cage, excluding tails.
 - (4) Cages are to be of material and construction that permit cleaning and sanitizing.
 - (5) Cage floors shall be of concrete, unless radiantly heated, and shall have a resting board or some type of bedding.
 - (6) Runs shall provide an adequate exercise area and protection from the weather. Runs shall have an impervious surface.
 - (7) All animal quarters and runs are to be kept clean and in sanitary condition.
 - (8) The food shall be free from contamination, and shall be wholesome, palatable and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
 - (9) All animals shall have fresh water available at all times.
- (e) *Standards for pet shops.* All pet shops, including pet shops operated in conjunction with another holding facility, shall in addition to the other

PAULDING COUNTY CODE

requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for pet shops are as follows:

- (1) *Water.* There shall be available hot water at a minimum temperature of one hundred sixty (160) degrees for washing feed and water bowls and disinfection, and cold water easily accessible to all parts of the shop. Fresh water for consumption shall be available to all species of animals at all times. Containers are to be cleaned and disinfected each day.
- (2) *Room temperature.* The room temperature of the shop shall be maintained at a level that is healthful for every species of animal kept in the shop.
- (3) *Cages and enclosures.* All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn and stretch out to the animal's full length.

(Ord. Of 12-10-91)

Sec. 4-8. Impoundment and adoption.

(a) *Impoundment*

- (1) Any animal at large or otherwise in violation of the provisions of this chapter may be impounded in the animal shelter in a humane manner, for a period of not less than three (3) days. If within that time an animal so impounded has not been reclaimed by its owner in accordance to the provisions of this chapter, the animal shall become the absolute property of the Animal Control Department, which may convey ownership of the animal to any responsible person on any conditions that the Animal Control Department may prescribe, or the Animal Control Department may humanely destroy the animal.
- (2) An Animal Control Officer may follow an animal that has been seen by that officer running at large onto private property to capture and impound the animal. No injunction, action, or claim for damages may be brought against the Animal Control Department or its officers, agents or employees with respect to actions herein contemplated.
- (3) The Animal Control Department shall make a responsible effort to notify the owner of any animal impounded in the animal shelter that the animal has been impounded, the manner by which the animal may be reclaimed,

ANIMAL CONTROL

and that the animal may be destroyed and shall become the property of the Animal Control Department as provided herein.

- (4) Following the impoundment of an animal found at large which has on it its owner's address and prior to its destruction, the Animal Control Authority shall give the owner three (3) days' notice of the proposed destruction by letter, or phone, or knocker.
 - (5) Notwithstanding any provisions of this chapter to the contrary, the Animal Control Department may refuse to release any animal impounded in the animal shelter for rabies or contagious disease quarantine or for use as evidence in a criminal prosecution, for any time period as the Animal Control Department may determine.
 - (6) Notwithstanding any provision of this chapter to the contrary, the Animal Control Department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes that the destruction of the animal is necessary to prevent disease or injury to the animals or to humans due to overcrowding in the animal shelter, the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition.
 - (7) Notwithstanding any provision of this chapter to the contrary, the Animal Control Department may humanely destroy any animal impounded in the animal shelter when the Animal Control Department reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.
 - (8) The Animal Control Department may set all appropriate fees pertaining to the care and impoundment of the impoundment animals.
 - (9) The owner of an animal impounded in the animal shelter shall be liable for all fees and charges, notwithstanding the destruction or adoption of the animal.
- (b) *Adoption.* The Animal Control Department may convey ownership (permits adoption of) any animal which has become the property of the Animal Control Department to a responsible person subject to any conditions as may be prescribed by the Animal Control Department, including, but without limitation to the following:
- (1) Payment of an adoption fee to be set by the Animal Control Department and any vaccination, licensing or veterinary costs;

PAULDING COUNTY CODE

- (2) Evidence satisfactory to the Animal Control Department that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other disease have been or will be administered;
- (3) Evidence satisfactory to the Animal Control Department that the animal has been, or will be, neutered or spayed.

(Ord. Of 12-10-91)

Sec. 4-8.1. Pet Distribution

It shall be unlawful for any person to sell, barter, or gratuitously distribute any animal, fowl or reptile in a public place without an appropriate permit or license. This prohibition shall include, but not be limited to, such distribution in commercial areas and along public roadways. Hobby breeders/kennels are also prohibited from distributing or selling animals along public roadways and in commercial areas and are restricted to distributing and selling animals from private residences. Nothing in this section shall be construed to prohibit that gratuitous distribution of pets in private residential areas.

Sec. 4-9. Penalties.

- (a) *Enforcement responsibility.* The provisions of this chapter shall be enforced by the Animal Control Department, the Marshal's Office, and the County Sheriff's Department.

Persons in violation of this chapter shall be subject to the jurisdiction of the Superior Court or Magistrate Court of Paulding County.

- (b) *Interference.* No person shall interfere with, hinder or molest the Animal Control Department or any other officer in the performance of his/her duties. No person shall seek to release any animal in the custody of the Animal Control Department, except as herein provided.
- (c) *Right of entry.*
 - (1) The animal control officers, sheriff's deputies and other enforcement officers of the county are hereby authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this chapter, including, but not limited to, an animal that has bitten a person within ten (10) days of the biting incident.
 - (2) The Animal Control Department may use any force necessary to remove any animal locked in a closed vehicle between the dates of May first and September thirteenth. The operator of the vehicle will be charged with

ANIMAL CONTROL

cruelty to animals as defined in this chapter. No injunction or claim for damages may be placed against the Animal Control Department or its officers for this action.

- (d) *Summons.* Representatives of the Animal Control Department, County Marshal's Office and officers of the County Sheriff's Department are hereby authorized to issue a summons to any person for violation of any provisions of this chapter. The summons shall be in a form approved by the County Magistrate Court, shall designate the offense charged and shall require the person so charged to appear before the County Magistrate Court on a date certain to answer all charges therein.
- (e) *Equipment.* The Animal Control Department is authorized to employ any equipment it deems necessary to enforce the provisions of this chapter, including, but not limited to, humane wire box traps, and the Animal Control Department may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.
- (f) *Penalties for violations.* Any person convicted of a violation of this chapter shall pay a fine of not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00), or serve a jail sentence not in excess of sixty (60) days, or perform public service work not to exceed one hundred (100) hours (work to be performed at the animal shelter), or any combination thereof. If such violation is continued, each day's violation shall be a separate offense.

(Ord. Of 12-10-91)

Sec. 4-10. Records.

It shall be the duty of the Animal Control Department to keep, or cause to be kept accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

(Ord. Of 12-10-91)

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Building Permits & Inspections

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. **Paulding County provides to unincorporated areas and to Hiram. Dallas and Braswell each provide this service within their respective incorporated boundaries.**

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Braswell	General Fund, User Fees
Dallas	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **It will establish Dallas as the provider of building permitting and inspection services within the Dallas city limits (the County formerly provided this service to the City).**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **Paulding County Building Code (includes all State-mandated & optional codes)**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Building Permits & Inspections</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: Paulding County issues building permits and performs building inspections within unincorporated Paulding County as well as the City of Hiram. The County collects and retains all applicable permit and inspection fees.</p> <p>The City of Dallas issues building permits and performs building inspections within the incorporated boundaries of Dallas. The City of Braswell issues building permits and performs building inspections within the corporate limits of Braswell.</p>

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. W. Shrain
Title: Chairman
Attest: Beverly Coe

CITY OF BRASWELL

By: Richard Fernell
Title: Mayor
Attest: Terri Wynn

CITY OF DALLAS

By: Paula C...
Title: Mayor
Attest: Janet ...

CITY OF HIRAM

By: D.P. ...
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Building Plan Review

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

- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. Paulding County provides to unincorporated areas and Hiram. Braswell and Dallas do not provide this service.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **Paulding County Building Construction Administration Ordinance**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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? **X Yes** No

SERVICE DELIVERY AGREEMENT

Service: Building Plan Review

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County performs building plan review activities prior to issuing building permits for structures located within unincorporated Paulding County as well as the City of Hiram.

The cities of Braswell and Dallas do not perform building plan review prior to issuing building permits in their respective incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. Y. Sheain
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jenni Wagon

CITY OF DALLAS

By: Bob L. Cury
Title: Mayor
Attest: Richard J. Jurek

CITY OF HIRAM

By: D. P. Randall
Title: Mayor
Attest: Gayle M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Business Regulation/Licensing

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Dallas, Hiram and Braswell regulate businesses such as pawn shops, alcoholic beverages vendors, etc., and issue licenses to those businesses within their incorporated areas; Paulding County does the same in the unincorporated areas.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Dallas	General Fund, User Fees
Hiram	General Fund, User Fees
Braswell	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Business Regulation/Licensing

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 Paulding County regulates businesses such as pawn shops, alcoholic beverages vendors, businesses requiring State licenses, etc., in the unincorporated areas of Paulding County. Braswell, Dallas and Hiram perform the same activities within their respective jurisdictions.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Shearin
 Title: Chairman
 Attest: Sueley Beeson

CITY OF BRASWELL

By: Richard Ennel
 Title: Mayor
 Attest: Jonie Wynn

CITY OF DALLAS

By: Bob King
 Title: Mayor
 Attest: Judith Weather

CITY OF HIRAM

By: D.P. Rindley
 Title: Mayor
 Attest: Jay M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Cable TV Basic Rate Review

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. **Dallas performs basic rate review for cable television within the local cable television service area.**

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Cable TV Basic Rate Review

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
The City of Dallas performs basic rate review of cable television for the local cable television service area. Paulding County and the cities of Hiram and Braswell do not perform this function.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Kinnell
Title: Mayor
Attest: Jonie Wynn

CITY OF DALLAS

By: Bob [unclear]
Title: Mayor
Attest: Vital [unclear]

CITY OF HIRAM

By: D. P. Rindley
Title: Mayor
Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Cemetery 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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. **Dallas provides cemetery maintenance service within its corporate limits. This service is not provided in unincorporated Paulding County or in the cities of Braswell and Hiram.**

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Cemetery Maintenance

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 The City of Dallas provides cemetery maintenance services within its incorporated boundaries.

This service is not provided in unincorporated Paulding County or in the cities of Braswell and Hiram.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith
 Title: Chairman

Attest: Beverly Cochrane

CITY OF BRASWELL

By: Richard Ennel
 Title: Mayor

Attest: Jonni Wynn

CITY OF DALLAS

By: W. J. Cery
 Title: Mayor

Attest: Tridal Switzer

CITY OF HIRAM

By: D. P. Rudley
 Title: Mayor

Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Code and Ordinance 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 area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Dallas, Hiram and Braswell enforce ordinances and codes within their incorporated boundaries; Paulding County enforces ordinances and codes in the unincorporated areas.**
- Other.

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

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).
If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

Local Government or Authority	Funding Method
Paulding County	Fines & Forfeitures, User Fees
Dallas	General Fund, Fines & Forfeitures
Hiram	General Fund, Fines & Forfeitures
Braswell	General Fund, Fines & Forfeitures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? All applicable County and municipal codes and ordinances

7. Person completing this form. Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Code and Ordinance Enforcement

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County enforces all County codes and ordinances in the unincorporated areas of Paulding County. The County also enforces the Paulding County Animal Control Ordinance within the incorporated boundaries of Braswell, Dallas and Hiram, as specified in the Service Delivery Agreement on Animal Control contained herein this overall Service Delivery Strategy. The County enforces the Mandatory (and locally adopted) State Building Codes within the city of Hiram, as specified in the Service Delivery Agreement on Building Permits & Inspections contained herein this overall Service Delivery Strategy. The County also enforces the Paulding County Development Regulations within the city of Hiram, as specified in the Service Delivery Agreement on Land Development Permits & Inspections contained herein this overall Service Delivery Strategy. Dallas enforces its own Building Codes and Development Regulations.

Otherwise, the cities of Braswell, Dallas and Hiram enforce their own municipal codes and ordinances within their respective incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Sueley Coker

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Joni Hyman

CITY OF DALLAS

By: W. G. C. C. C.
Title: Mayor
Attest: Judith L. L. L.

CITY OF HIRAM

By: D. P. R. R.
Title: Mayor
Attest: Alice M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Community Center/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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Paulding County owns and operates a center in unincorporated Paulding County. Hiram and Dallas each have centers within their respective corporate limits. Braswell does not provide this service.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, User Fees
Dallas	General Fund, User Fees
Hiram	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Community Center/Senior Center</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: Paulding County owns and operates a Senior/Community Center in unincorporated Paulding County. Dallas and Hiram each have centers within their respective corporate limits.</p> <p style="text-align: center;">The City of Braswell does not provide this service.</p>

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Suevely Cochran

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor
Attest: Joni Wynn

CITY OF DALLAS

By: Bob Perry
Title: Mayor
Attest: Judith C. Schwick

CITY OF HIRAM

By: D. P. King
Title: Mayor
Attest: Jayce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Comprehensive 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 area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. The County and the cities of Dallas and Hiram jointly participate in comprehensive planning. Braswell chose not to participate in the original planning process.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No
 If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).
 If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund
Hiram	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **Paulding County Comprehensive Plan, 1991-2011, including the cities of Dallas and Hiram (as amended)**

7. Person completing this form: Ben K. Skipper
 Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Comprehensive Planning

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County, Dallas and Hiram jointly participate in comprehensive planning. This has resulted in the development of *The Paulding County Comprehensive Plan, 2002 - 2022, including the Cities of Dallas and Hiram* and all required Short-Term Work Program updates and amendments. Paulding County is currently amending its Short-Term Work Program and Comprehensive Plan. Paulding County, Dallas and Hiram currently meet all requirements of the State's comprehensive planning laws.

The City of Braswell did not participate in the development of the 2002 plan.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of September 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman

Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor

Attest: Janie Wynn

CITY OF DALLAS

By: W. L. C. W.
Title: Mayor

Attest: Jessie L. L. L.

CITY OF HIRAM

By: D. P. R. R.
Title: Mayor

Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Coroner/Medical Examiner

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **State Law**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Coroner/Medical Examiner

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County uses the medical examiner services of the GBI crime lab for countywide use, in accordance with State law.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this

30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith
Title: Chairman

Attest: Sueley Cochran

CITY OF BRASWELL

By: Richard Ennel
Title: Mayor

Attest: Jonie Wynn

CITY OF DALLAS

By: W. A. Z. ...
Title: Mayor

Attest: ...

CITY OF HIRAM

By: D. P. Randall
Title: Mayor

Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Courts

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. **Paulding County provides Magistrate Court, Probate Court, Superior Court and Juvenile Court services countywide, while Dallas and Hiram provide municipal court services within their respective cities.**

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, Fines & Forfeitures
Dallas	General Fund, Fines & Forfeitures
Hiram	General Fund, Fines & Forfeitures
Braswell	General Fund, Fines & Forfeitures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **State Law**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Courts

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County provides Magistrate Court, Probate Court, Superior Court and Juvenile Court services countywide, while Braswell, Dallas and Hiram provide municipal court services within their respective cities.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Davis
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor
Attest: Joni Wynn

CITY OF DALLAS

By: Bradley
Title: Mayor
Attest: Joni Wynn

CITY OF HIRAM

By: D. P. Buckley
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Downtown Development Activities

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. **Dallas and Hiram provide downtown development activities within their respective corporate limits. This service is not provided in unincorporated Paulding County or in the City of Braswell.**

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas	General Fund
Hiram	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Downtown Development Activities

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Dallas and Hiram provide downtown development activities within their respective incorporated boundaries. This service is not provided in unincorporated Paulding County or in the City of Braswell.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 20 day of November 2004.

PAULDING COUNTY

By: J. M. [Signature]
Title: [Signature]
Attest: Burdette [Signature]

CITY OF BRASWELL

By: Richard Kennel
Title: Mayor
Attest: Joni [Signature]

CITY OF DALLAS

By: [Signature]
Title: [Signature]
Attest: [Signature]

CITY OF HIRAM

By: [Signature]
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Driveway Permits

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Paulding County issues driveway permits in the unincorporated areas while Dallas and Hiram issue permits within their respective city limits. This service is not provided in the City of Braswell.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, User Fees
Dallas	General Fund
Hiram	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Driveway Permits</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: Paulding County issues driveway permits in the unincorporated areas while Dallas and Hiram issue permits within their respective incorporated boundaries.</p> <p>The City of Braswell does not provide this service.</p>

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. [Signature]
Title: Commissioner
Attest: Shirley [Signature]

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor
Attest: Janie [Signature]

CITY OF DALLAS

By: [Signature]
Title: Mayor
Attest: [Signature]

CITY OF HIRAM

By: D. P. [Signature]
Title: Mayor
Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: E-911/Other Dispatching

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County provides enhanced 911 services for the unincorporated as well as the incorporated areas of the County. Paulding County dispatches all calls with the exception of Dallas police calls. When a Dallas police call comes into the County's 911 system, the call is transferred to the City of Dallas Police Dispatcher.**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	Telephone Line User Fees; General Fund
Dallas (police dispatch only)	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: E-911/Other Dispatching

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County provides enhanced 911 services for all areas of Paulding County. The County's 911 system receives all emergency calls and dispatches those calls, with the exception of the City of Dallas police calls. In that instance, the County receives the call and, upon determining that it is a Dallas police call, transfers the call to the City of Dallas Police Dispatcher. All fire, emergency and other law enforcement calls are received and dispatched by Paulding County 911.

The County pays for approximately one-quarter of the cost to run the E-911 system through its General Fund. The remainder of the cost is paid for by a \$1.50 charge per telephone line and a \$1.00 charge per cellular phone line. E-911 operations are accounted for in a special revenue fund with a contribution from the County's General Fund. Dallas funds its police dispatching services through the City's General Fund.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Tennell
Title: Mayor
Attest: Janice Wyman

CITY OF DALLAS

By: Rob Perry
Title: Mayor
Attest: Judith S. Slaughter

CITY OF HIRAM

By: D.P. Rindley
Title: Mayor
Attest: Jayce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding 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 area) by a single service provider. **Industrial Building Authority/Chamber of Commerce**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Industrial Building Authority/Chamber of Commerce	Annual contributions from Paulding County and the cities of Dallas and Hiram

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Industrial Building Authority/ Chamber of Commerce/ Paulding County/Dallas/Hiram	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Economic Development

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
The Paulding County Industrial Building Authority/Chamber of Commerce provides economic development services countywide. The Industrial Building Authority and Chamber of Commerce are funded by contributions from the general funds of Paulding County and the cities of Dallas and Hiram. The City of Braswell does not provide financial support to the Authority. The Chamber of Commerce is also funded by local businesses which belong to the Chamber.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Davis
Title: Chairman
Attest: Sueley Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jonie Wynn

CITY OF DALLAS

By: W. J. Carr
Title: Mayor
Attest: Judith L. L. L. L.

CITY OF HIRAM

By: D. P. Randall
Title: Mayor
Attest: Jacqueline Smith

INDUSTRIAL BUILDING AUTHORITY

By: _____
Title: _____
Attest: _____

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding 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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Dallas, Hiram & Braswell all conduct municipal elections and the County conducts elections countywide, including the cities, on all non-municipal races or issues. The County may also conduct elections for Dallas and Hiram by contract.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund
Hiram	General Fund
Braswell	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Elections

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
The cities of Braswell, Dallas and Hiram all conduct municipal elections within their respective incorporated boundaries. The County conducts elections countywide, including within the cities, on all non-municipal races and issues. The County may also conduct elections for Dallas and Hiram by contract.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. W. [Signature]
Title: Chairman
Attest: Dorothy [Signature]

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Joni [Signature]

CITY OF DALLAS

By: [Signature]
Title: Mayor
Attest: [Signature]

CITY OF HIRAM

By: [Signature]
Title: Mayor
Attest: Jay M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Emergency Management

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. **Paulding County provides this service to unincorporated areas as well as Braswell and Hiram. Dallas provides within its incorporated boundaries, including the only advanced emergency warning sirens in the area. Dallas also participates in the County's Emergency Management Operations Plan.**

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - Current
Emergency Operations Plan	Paulding County - All Cities	April, 1995 - 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? **Paulding County Emergency Management Resolution of 1995**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Emergency Management

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County provides emergency management services to unincorporated areas as well as to the cities of Braswell and Hiram. Dallas operates the only advanced warning emergency siren system in the County and provides other types of emergency management services to its residents. However, Dallas, per the 1995 Emergency Operations Plan, cooperates with Paulding County's overall emergency management activities.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman

Attest: Sueley Cochran

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor

Attest: Jonni Wynn

CITY OF DALLAS

By: Bob Wynn
Title: Mayor

Attest: David Wynn

CITY OF HIRAM

By: D. P. Randall
Title: Mayor

Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Environmental Health Services

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **State of Georgia Department of Human Resources – Local Paulding County Environmental Health Office; office space and partial funding comes from contributions from the Paulding County General Fund.**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
GA Department of Human Resources – Local Paulding County Env. Health Office	Contributions from Paulding County General Fund; User Fees and State Funding

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **Paulding County Development Regulations**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Environmental Health Services

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

The Paulding County Environmental Health Department issues septic tank permits and performs food service inspections countywide. The Environmental Health Department is a branch of the Georgia Department of Human Resources. It is included in this Service Delivery Agreement due to the fact that the Paulding County government provides office space and partial funding to the Department and owns all of its assets (vehicles, furniture, etc.). In addition, Environmental Health is authorized to issue violation citations county wide which are prosecuted by the County Attorney through the Magistrate Court. The Environmental Health Department is also funded by the State of Georgia and through revenues it receives from permit and inspection fees. The cities of Braswell, Dallas and Hiram do not provide financial assistance to the Environmental Health Department and as stated above, citations are prosecuted and completed through the Magistrate Court by the County.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jane Hagan

CITY OF DALLAS

By: Bruce
Title: Mayor
Attest: Jessica L. Williams

CITY OF HIRAM

By: D.P. Randall
Title: Mayor
Attest: Jay M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Fire Protection/Emergency Response & Rescue

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - Current
Intergovernmental Contract	Paulding County - Dallas	1997 - Current
Lease Agreement	Paulding County - Hiram	1986 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Fire Protection/Emergency Response & Rescue</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: Paulding County provides fire protection and emergency response and rescue services countywide, including within the incorporated boundaries of Braswell, Dallas and Hiram. The County and Dallas have an intergovernmental contract specifying the terms of the County's providing these services to Dallas. That contract automatically renews for 12 month periods. Fire protection services in Paulding County are funded in part by a Special Purpose Local Option Sales Tax (SPLOST).</p>

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Davis
Title: Chairman
Attest: Dorothy Asher

CITY OF BRASWELL

By: Richard Tennell
Title: Mayor
Attest: Jonie Wynn

CITY OF DALLAS

By: Ken [unclear]
Title: Mayor
Attest: Freddie [unclear]

CITY OF HIRAM

By: D.P. Randle
Title: Mayor
Attest: James M. Smith

INTER-GOVERNMENTAL CONTRACT

THIS INTER-GOVERNMENTAL CONTRACT is entered into by and between Paulding County, Georgia, by and through its Board of Commissioners, a political subdivision of the State of Georgia (hereinafter referenced as "the County"), and The City of Dallas, Georgia, by and through its Mayor and Council, an incorporated municipality of the State of Georgia (hereinafter referenced as "Dallas") upon the terms and conditions as set forth herein.

1.

The County agrees to provide fire, rescue and emergency services to the incorporated areas of Dallas at the same level and upon the same terms and conditions as such service is provided to the unincorporated areas of the County.

2.

Dallas does hereby consent to the County providing fire, rescue and emergency services within the incorporated area of Dallas and further agrees that it will cooperate with the County in providing these services and will not interfere with the same.

3.

The term of this Contract shall be for a period beginning July 1, 1997, and ending on March 31, 2000. This Contract will automatically renew thereafter for a period of twelve (12) months beginning April 1, 2000, and continuing annually thereafter unless written notice of intent to cancel is provided by either the County or Dallas at least sixty (60) days prior to any expiration date.

4.

In consideration of the County providing these services to Dallas, Dallas agrees to provide to the County the following:

A. One 1995⁺ Pierce Dash Custom Pumper with vehicle identification number 4PICT02D3RA000352, presently owned by Dallas subject to the indebtedness thereon to Wachovia Bank, with account number 33559-00-296-4 which the County assumes, agrees to be fully responsible, and to indemnify and hold harmless Dallas from and against any liability as a result of said indebtedness.

B. A 1977 Ford Model No. C8000 fire engine with vehicle identification number D80DVY07662 presently owned by Dallas with no indebtedness thereon.

C. A 1976 Ford Model No. D808D fire engine with vehicle identification number D80DVC41962 which shall be leased by Dallas to the County for the sum of One (\$1.00) Dollar per year during the pendency of this Contract.

D. The use and occupancy of the land and building currently used for fire headquarters by Dallas on East Foster Avenue, Dallas, Georgia, for the purposes of storage, reserve and training from July 1, 1997, until July 1, 1998. Thereafter, the period of use of this facility may be extended by Dallas at its discretion pursuant to agreement between the parties hereto.

During the pendency of this Contract, Paulding County agrees that at all times it shall maintain at least one engine and driver within the city limits of Dallas. This may be accomplished by either the stationing of a designated engine and driver at Paulding County Station No. 1 or by an automatic "move-up" procedure to bring an engine into Dallas if Paulding County Station No. 1 is on call. This procedure will assure protection of the hospital, nursing unit, government buildings and records, and the historic business and residential district of the County seat. Provided, however, nothing herein shall require the County to maintain a paid full time firefighter in either the County or Dallas on a twenty-four (24) hour, seven (7) day per week basis.

6.

All firemen who are currently designated as volunteer firemen in the Dallas Volunteer Fire Department will be permitted to associate with the Paulding County Fire Department. All of those Dallas volunteer firefighters who transfer will be allowed a transition period to become acquainted with the Paulding County Fire Department, its rules and standards. After the transition period, the City of Dallas volunteer firemen who have transferred to the Paulding County Fire Department will be held to the same standards as other volunteer firemen in the Paulding County Fire Department. The length of the transition period shall be at the discretion of the Chief of the Paulding County Fire Department.

The process and details of the transition of providing the fire, rescue and emergency services currently provided by Dallas shall be supervised and directed by the Chief of the Paulding County Fire Department or his designee together with a representative designated and appointed by Dallas.

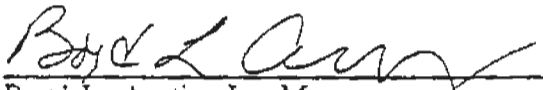
THIS AGREEMENT is entered into as of this 12 day of JUNE, 1997.

PAULDING COUNTY, GEORGIA
by and through its Board
of Commissioners

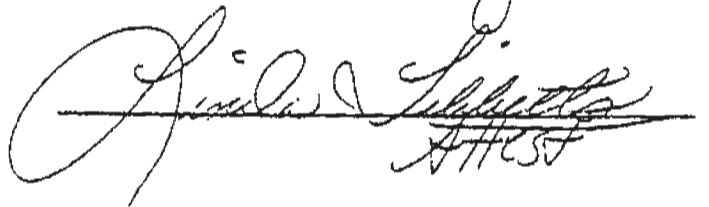
CITY OF DALLAS, GEORGIA
by and through its Mayor
and Council



Bill Carruth, Chairman



Boyd L. Austin, Jr., Mayor



ATTEST

LEASE AGREEMENT

The City of Hiram, Georgia hereby leases the property hereinafter described on the terms hereinafter provided to Paulding County, Georgia.

1. PROPERTY. The property shall consist of that portion of the real estate owned by the City of Hiram on Oak Street which is exclusively used for fire department purposes. The property shall further consist of all fire prevention and fire fighting equipment listed on the attached Exhibit "A".

2. TITLE AND LOCATION OF PROPERTY. All property described in paragraph 1 shall remain the property of the City of Hiram and shall remain on the premises of the Hiram Fire Department except when either in actual use at fire sites, or for training or public demonstration or when being repaired. Under no circumstances shall any of such property be relocated to any other fire station.

3. STANDARDS. Lessee shall maintain the same or superior standards of fire protection as have been heretofore maintained by the City of Hiram Fire Department, and so as to maintain an ISO rating of 7 or better.

4. USE OF PROPERTY. The property described in paragraph 1 may be used by Lessee to fight fires and perform other public safety operations normally performed by fire departments within Paulding County or neighboring jurisdictions. At all times Lessee will exercise normal care to protect said equipment from damages or loss.

5. RESPONSIBILITY FOR LOSS OR LIABILITY. Lessee assumes full responsibility for the safe operation of the fire department and equipment herein leased. Lessee will hold Lessor harmless from any and all liability that may be incurred to third parties resulting from the use of the property herein leased or the performance of fire protection duties. The relationship of insurer-insured is not, however, established.

6. EXPENSES. As consideration for this lease Lessee will pay all expenses of operating the Hiram Fire Department, including the following: repair and maintenance of equipment, replacement of damaged property, capital outlay for new equipment (including final installment of \$11,835.99 due to First National Bank on fire truck on October 25, 1986), supplies, telephone and a portion of the City of Hiram utilities pro-rated as follows: 50% of electric and gas bills on City Hall meters.

7. REPLENISHING WATER INTO TRUCKS. Lessee will always replenish water in fire trucks at its expense from the Paulding County Water Authority and not from City of Hiram Water Department.

8. PERSONNEL RELATIONS. All firemen and other personnel operating the property herein leased or participating in fire safety operations shall be under the direct supervision of the Paulding County Fire Chief, it being intended that the Lessor's governing body has totally transferred and delegated to Lessee all fire protection operations and responsibility in the City of Hiram.

9. TERM AND REVOCABILITY. This agreement shall remain in effect as long as Lessee complies with its obligations hereunder. If this lease terminates, Lessee shall return to Lessor the property herein leased (or such property as has replaced same) in the same or better condition as it exists at the inception of this lease, except for normal wear and tear.

Executed this 7th day of July, 1986.

THE CITY OF HIRAM, GEORGIA

By: [Signature]

Attest: [Signature]

Executed this 2nd day of July, 1986.

PAULDING COUNTY, GEORGIA

By: [Signature]

[Signature]

[Signature]

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: GIS and Mapping Services

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

- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
- Other. County provides to Hiram, Braswell and unincorporated areas; Dallas provides solely to its residents.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, User Fees
Dallas	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
 Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: GIS and Mapping Services

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 Paulding County provides Geographic Information System (GIS) services and related mapping services to the unincorporated areas as well as to the cities of Braswell and Hiram. Dallas provides mapping services within its incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. [Signature]
 Title: Chairman

Attest: Kimberly [Signature]

CITY OF BRASWELL

By: Richard Fennell
 Title: Mayor

Attest: Joan [Signature]

CITY OF DALLAS

By: [Signature]
 Title: [Signature]

Attest: [Signature]

CITY OF HIRAM

By: D. P. [Signature]
 Title: Mayor

Attest: [Signature]

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding 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 area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. **Dallas has the only housing authority operating in Paulding County.**
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
- Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas Housing Authority	User Fees, HUD

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
 Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Housing Authority

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 The Dallas Housing Authority is the only government subsidized housing agency located in Paulding County. The Authority operates several apartment complexes located in the south-central part of the city of Dallas.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 6th day of November 2004.

PAULDING COUNTY

By: J. M. Davis
 Title: Chairman
 Attest: Beverly Cook

CITY OF BRASWELL

By: Richard Ennel
 Title: Mayor
 Attest: Jorie Wynn

CITY OF DALLAS

By: W. D. ...
 Title: Mayor
 Attest: Jessica ...

CITY OF HIRAM

By: D. B. ...
 Title: Mayor
 Attest: James N. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Indigent Legal Defense

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

- Service will be provided for countywide (i.e., including all cities and unincorporated area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. Paulding County provides through Public Defender's Office and each city is required to provide own by virtue of Legislation.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes **X** No

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, Fines & Forfeitures, State Grants
Braswell	
Dallas	
Hiram	

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **State Law**

7. Person completing this form. Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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? **X** Yes No

SERVICE DELIVERY AGREEMENT

Service: Indigent Legal Defense

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
In accordance with State law, Paulding County provides indigent legal defense to persons needing legal defense in the local court system who cannot afford an attorney through the Public Defender's Office. Cities of Braswell, Dallas and Hiram are required to provide their own by virtue of Legislation. A portion of the County's funding for providing this service comes from State grants

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Janie Wynn

CITY OF DALLAS

By: W. D. C. C. C.
Title: Mayor
Attest: Richard T. T. T.

CITY OF HIRAM

By: D. P. Dudley
Title: Mayor
Attest: Jaymie Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Indigent Medical Care

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Indigent Medical Care

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County pays for all or a portion of hospital and other medical costs of indigent persons receiving care through the local hospital system. The cities of Braswell, Dallas and Hiram do not participate in the funding of this service.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. [Signature]
Title: Chairman

Attest: Sueley [Signature]

CITY OF BRASWELL

By: Richard [Signature]
Title: Mayor

Attest: Janie [Signature]

CITY OF DALLAS

By: [Signature]
Title: Mayor

Attest: [Signature]

CITY OF HIRAM

By: [Signature]
Title: Mayor

Attest: Jane M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Land Development Permits & Inspections

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. **Paulding County provides for unincorporated areas and for Hiram. Dallas and Braswell provide within their respective incorporated boundaries.**

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Braswell	General Fund, User Fees
Dallas	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **Paulding County Development Regulations; Georgia Soil Erosion & Sediment Control Act of 1975; City of Dallas Subdivision Regulations**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Land Development Permitting & Inspections

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County performs land development permitting and inspection activities for development projects located within unincorporated Paulding County as well as the City of Hiram.

The City of Dallas provides land development permitting and inspection within its incorporated boundaries. The City of Braswell performs the same service within its incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Suzette Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jane Wynn

CITY OF DALLAS

By: Bob Curry
Title: Mayor
Attest: Jane Whitaker

CITY OF HIRAM

By: D. P. Rendley
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Land Development Plan Review

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. **Paulding County provides to unincorporated areas and to Hiram. Dallas and Braswell provide the service within their respective incorporated boundaries.**

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Braswell	General Fund, User Fees
Dallas	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **Paulding County Development Regulations; City of Dallas Subdivision Regulations**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Land Development Plan Review

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 Paulding County performs land development plan review activities for development projects located within unincorporated Paulding County as well as the City of Hiram.

The City of Dallas performs land development plan review activities on projects located in Dallas. Braswell provides land development plan review within its incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith
 Title: Chairman

Attest: Loucky Cook

CITY OF BRASWELL

By: Richard Fennel
 Title: Mayor

Attest: Janie Wynn

CITY OF DALLAS

By: Bradley
 Title: Mayor

Attest: Veronica Little

CITY OF HIRAM

By: D.P. Rindley
 Title: Mayor

Attest: Joseph M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding 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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Dallas, Hiram and Braswell all provide municipal police forces for their incorporated boundaries; the Paulding County Sheriff's Department provides law enforcement services countywide.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, Fines & Forfeitures
Dallas	General Fund, Fines & Forfeitures
Hiram	General Fund, Fines & Forfeitures
Braswell	General Fund, Fines & Forfeitures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Law Enforcement

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
The cities of Braswell, Dallas and Hiram all provide municipal police forces for their incorporated boundaries. The Paulding County Sheriff's Department provides law enforcement services countywide.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman

Attest: Beverly Lichon

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor

Attest: Jonie Hyman

CITY OF DALLAS

By: Byron Curry
Title: Mayor

Attest: Jean Smith

CITY OF HIRAM

By: D.P. Rendley
Title: Mayor

Attest: Jacquie M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Library Services

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: <u>Library Services</u>
Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u>
Agreement: Paulding County is the sole provider of library services in Paulding County. The County's library system is available for use by residents countywide, including those in the three municipalities.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. King
Title: Chairman
Attest: Swathy Weber

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jonie Wynn

CITY OF DALLAS

By: Bob Casey
Title: Mayor
Attest: Kimberly L. Lott

CITY OF HIRAM

By: D. P. Rindler
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Occupational Tax Certificates

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Dallas, Hiram and Braswell issue occupational tax certificates to businesses within their incorporated areas; Paulding County issues occupational tax certificates to businesses in the unincorporated areas.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Dallas	User Fees
Hiram	User Fees
Braswell	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Occupational Tax Certificates</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: The cities of Braswell, Dallas and Hiram all issue occupational tax certificates to businesses located within their respective incorporated boundaries. Paulding County issues occupational tax certificates to businesses located in the unincorporated areas.</p>

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith
Title: Chairman
Attest: Sueley Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jonie Ngua

CITY OF DALLAS

By: Bob Curry
Title: Mayor
Attest: Julie C. Roberts

CITY OF HIRAM

By: D. P. Rendall
Title: Mayor
Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Parks & Recreation

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. Paulding County is the primary provider of parks and recreation services countywide; however, both Hiram and Dallas have recreational facilities and programs that they provide to residents within their incorporated boundaries.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No
There is some minor duplication of this service, but it enhances rather than inhibits the provision of parks and recreation throughout Paulding County.

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, User Fees, SPLOST
Dallas	General Fund, User Fees
Hiram	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Parks & Recreation

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County is the primary provider of parks and recreation services countywide; however, both Dallas and Hiram have recreational facilities and programs that they provide within their respective incorporated boundaries. Any duplication of parks and recreation services between the County and these two cities is minor and enhances, rather than inhibits, the provision of these services throughout Paulding County.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Strain

Title: Chairman

Attest: Beverly Lickson

CITY OF BRASWELL

By: Richard Fennell

Title: Mayor

Attest: Jonie Hyman

CITY OF DALLAS

By: W. L. C. C. C.

Title: Mayor

Attest: Janet L. Latta

CITY OF HIRAM

By: D. P. Rendley

Title: Mayor

Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Planning Commission & Zoning Board of Appeals

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. **Paulding County provides planning commission and zoning board of appeals services and hearings for the unincorporated area of the County as well as for the City of Hiram. Dallas provides these services within its incorporated boundary. Braswell does not have this service.**

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Dallas	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **Paulding County Zoning Ordinance of 1998; City of Hiram Zoning Ordinance; and the City of Dallas Zoning Ordinance**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Planning Commission and Zoning Board of Appeals

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County provides planning commission and zoning board of appeals services for the unincorporated area of the County as well as for the City of Hiram. Dallas provides these services within its incorporated boundaries. The City of Braswell does not have this function.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Beverly Leck

CITY OF BRASWELL

By: Richard Finnel
Title: Mayor
Attest: Jorie Wynn

CITY OF DALLAS

By: Byron
Title: Mayor
Attest: Jodie

CITY OF HIRAM

By: D.P. Rindley
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Prisoner Housing

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, Inmate Housing Fees, Jail Fund
Dallas	Up to 10% Surcharge for Municipal Citations
Hiram	Up to 10% Surcharge for Municipal Citations
Braswell	Up to 10% Surcharge for Municipal Citations

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - Current
Housing Agreement	Paulding County - Dallas	July 2001 - April 30, 2005

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? **Local Intergovernmental Agreements on Prisoner Housing**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Prisoner Housing

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County provides jail services for the unincorporated and incorporated areas of Paulding County. Regularly, the County houses prisoners from other counties whose jails are overcrowded. Dallas, Hiram and, to a lesser extent, Braswell transfer detainees to the Paulding County Detention Center for confinement. Operation, maintenance and personnel expenditures for the Detention Center are funded by the following: others counties' lodging fees; state inmate lodging fees; the Paulding County Special Revenue Jail Fund (which includes fines assessed by the State, Superior and Juvenile Court systems); and the Paulding County General Fund.

The cities in Paulding County may add up to 10% on all fines relating to municipal violations. The money from this additional charge is remitted to Paulding County and is deposited into a special account established by the County. Funds from this special account can only be spent on jail-related purposes.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
 Title: Chairman
 Attest: Beverly Carter

CITY OF BRASWELL

By: Richard Fennel
 Title: Mayor
 Attest: John H. Ginn

CITY OF DALLAS

By: Bob Z. King
 Title: Mayor
 Attest: John H. Ginn

CITY OF HIRAM

By: D. P. Randall
 Title: Mayor
 Attest: James M. Smith

ATTACHMENT "B"

A G R E E M E N T

WHEREAS, the governing authority of the City of Dallas, Georgia and the governing authority of Paulding County, Georgia wish to enter into an agreement concerning the collection of fines for the operation and maintenance of the Paulding County Detention Center, **AND**

WHEREAS, the Official Code of Georgia, Annotated, Title 15, Chapter 21, Article 5 does allow municipal governments and county governments to enter into agreements so as to impose an additional ten per cent (10%) penalty on fines and forfeitures collected on cases arising out of municipal courts, **NOW**

THEREFORE, be it agreed by the governing authority of the City of Dallas, Georgia and the governing authority of Paulding County as follows:

- 1 -

AUTHORITY

Pursuant to the Official Code of Georgia, Annotated, Section 15-21-90 et seq., and in consideration for the payment of fees and provision of services stated herein, the City of Dallas, Georgia (hereinafter referred to as 'the City') and Paulding County, Georgia (hereinafter referred to as 'the County') do hereby agree to the following:

- 2 -

COUNTY

The County agrees:

- A. to accept and to assume the care, custody and control of persons arrested by the peace officers of the City of Dallas, Georgia and persons sentenced to jail terms by the Municipal Court of the City of Dallas, Georgia, for offenses arising out of violations of either state laws, local ordinances or both;
- B. to accept municipal, county and state prisoners on a first come-first served basis; and in the event a court order specifically forbids the County from accepting additional prisoners in the County Jail on a first come first served basis or if the County Jail is otherwise filled to capacity, this agreement may be terminated as provided in Paragraph 4 below;

AGREEMENT-JAIL CONTRACT
CITY OF DALLAS, GA & PAULDING CO., GA
PAGE 2

C. that the County Resolution of March 3, 1997, or as hereafter re-adopted, imposing the collection of additional penalties on fines, bails and bonds in cases arising out of the Municipal Court of the City of Dallas, Georgia, shall terminate on the date this agreement expires or is otherwise terminated. The County further agrees that said additional penalties shall not be re-imposed by County Resolution until such time that this agreement is either extended or a new agreement between the parties is executed;

D. to hold harmless and indemnify the City, its officers, agents, and employees from and against all damages, losses, costs and expenses including reasonable attorney fees for claims, injuries, or damages arising out of any occurrence while a prisoner is in the care, custody and control of Paulding County;

E. to assume liability for and to pay the cost of medical treatment that may become necessary for municipal prisoners while such persons are in the care, custody, and control of Paulding County Detention Center;

F. to segregate from other county funds the revenues received from the City pursuant to this agreement and to place such funds in a county jail fund as required by O.C.G.A. 15-21-94 and to expend such funds for the sole purpose of constructing, operating and staffing of the County Jail.

- 3 -

CITY

The City of Dallas, Georgia agrees.

A. to impose and collect an additional penalty of ten percent (10%) of the original fine for each offense against the criminal or traffic laws of this state, or any ordinance of the City of Dallas, Georgia when such cases are tried in the Municipal Court of the City of Dallas, Georgia;

B. to impose and collect an additional sum equal to ten per-cent (10%) of the original amount of any bail or bond posted, in any case involving a violation of the criminal or traffic laws of this state or violation of an ordinance of the City of Dallas, Georgia;

C. to remit the sums collected pursuant to Paragraph A and B above to the governing authority of Paulding County on the tenth day of the month following the month in which such sums are collected;

AGREEMENT-JAIL CONTRACT
CITY OF DALLAS, GA & PAULDING CO., GA
PAGE 3

D to bear the cost of transporting City prisoners and detainees to the Paulding County Detention Center located at 2505 North Industrial Way, Dallas, Georgia;

E. unless otherwise agreed upon in writing by the parties, in no event shall the amount of money to be remitted to the County be less than the actual cost for housing Municipal prisoners. The actual cost of housing Municipal prisoners shall be computed by adding the actual medical expenses incurred by Municipal prisoners to the daily rate of fifteen dollars (\$15.00) per day for each municipal prisoner housed in the County Jail. In the event that after a twelve (12) months period of time, the amount remitted to Paulding County, as a result of the ten percent (10%) penalty required herein, is less than the amount required in this paragraph, the City of Dallas agrees to pay to Paulding County the sum necessary to equal such actual cost for housing municipal prisoners..

- 4 -

TERMINATION

The City may terminate this agreement upon failure of the County to accept municipal prisoners in accordance with the terms of this agreement, including, but not limited to, a refusal by the County to accept municipal prisoners as required by this agreement pursuant to the order of a Court of competent jurisdiction. The County may terminate this agreement and refuse to accept municipal prisoners if the City fails to remit money due under this agreement in a timely manner. Either party may terminate this agreement if the other party fails to fulfill in a timely and proper manner the obligations under this agreement. Termination pursuant to this paragraph shall be accomplished by a written notice of termination provided thirty (30) day in advance. Such written notice shall be mailed, return receipt requested, to the Chairman of the Board of Commissioners, of Paulding County and the Mayor of the City of Dallas Georgia.

- 5 -

TIME

Time is of the essence in the performance of this agreement.

AGREEMENT-JAIL CONTRACT
CITY OF DALLAS, GA & PAULDING CO., GA
PAGE 4

- 6 -

AGREEMENT PERIOD


This agreement shall commence on May 1, 2001 and shall terminate April 30, 2005 unless otherwise terminated under paragraph four (4) above.

- 7 -

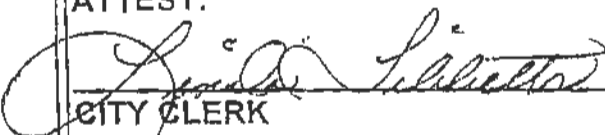
VALIDITY

This agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any pre-existing contracts or agreements relating to the use of the Paulding County Detention Center by municipal prisoners. Any alterations of this agreement shall be invalid unless it is made by an amendment in writing that is duly executed by both parties. There are no understandings, representations or agreements, written or oral, other than those contained herein.


ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA
ON THE 24th DAY OF July, 2001.


BOYD AUSTIN, JR., MAYOR
CITY OF DALLAS, GEORGIA

ATTEST:


CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS OF PAULDING COUNTY ON
THE 24th DAY OF July, 2001.


JERRY SHEARIN, CHAIRMAN
PAULDING COUNTY BOARD OF
COMMISSIONERS

ATTEST:


COUNTY CLERK

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Public Health Services

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Georgia Department of Human Resources – Local Paulding County Public Health office; office space and partial funding comes from contributions from the Paulding County General Fund**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
GA Dept. of Human Resources – Local Paulding County Public Health office	State Funds and User Fees; Contributions from the Paulding County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Public Health Services

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 The Paulding County Health Department performs public health services countywide. The Health Department is a branch of the Georgia Department of Human Resources. It is included in this Service Delivery Agreement due to the fact that the Paulding County government provides office space and partial funding to the Department and owns all of its assets (vehicles, furniture, etc.). The Health Department is primarily funded by the State of Georgia and through revenues received by user fees. The cities of Braswell, Dallas and Hiram do not provide financial assistance to the Paulding County Health Department.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith
 Title: Chairman
 Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
 Title: Mayor
 Attest: Joni Wynn

CITY OF DALLAS

By: Mark Curry
 Title: Mayor
 Attest: Jill A. Schuster

CITY OF HIRAM

By: D. D. Rindley
 Title: Mayor
 Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: 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 area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Recycling

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 Paulding County provides drop-off recycling services at several locations in both unincorporated and incorporated areas of the County. This service is available to all residents of the County at no charge. The cities of Braswell, Dallas and Hiram do not provide recycling services. Dallas provides for the recycling/reuse of yard trimmings, but that is covered under a separate service delivery agreement.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: *J. M. Davis*
 Title: Chairman
 Attest: *Suzette Carter*

CITY OF BRASWELL

By: *Richard Fennell*
 Title: Mayor
 Attest: *Johnnie Rogers*

CITY OF DALLAS

By: *Theresa C. [unclear]*
 Title: Mayor
 Attest: *Jessie [unclear]*

CITY OF HIRAM

By: *D.P. [unclear]*
 Title: Mayor
 Attest: *Anna M. Smith*

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Road Construction & Maintenance

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Paulding County provides in the unincorporated areas, while Braswell, Dallas and Hiram provide road construction and maintenance services within their respective incorporated boundaries.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, SPLOST, State & Federal Grants
Dallas	General Fund, SPLOST, State & Federal Grants
Hiram	General Fund, SPLOST, State & Federal Grants
Braswell	General Fund, State & Federal Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Road Construction & Maintenance

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County provides road construction and maintenance services for the unincorporated areas of the County. The cities of Dallas and Hiram maintain roadways and ensure new construction within their incorporated boundaries. The cities pay for such activities through their portion of the local SPLOST funds as well as their General Funds and State and federal grants. Braswell provides these services within its incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November, 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman

Attest: Sueley Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor

Attest: Joni Hyman

CITY OF DALLAS

By: David Z. Cox
Title: Mayor

Attest: Julia Whitte

CITY OF HIRAM

By: D. P. Dudley
Title: Mayor

Attest: Wayne M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Sanitary Sewer

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. Dallas operates a sanitary sewer system that covers portions of its incorporated boundaries and certain areas in unincorporated Paulding County. Paulding County operates a system that covers areas in unincorporated Paulding County and portions of the cities of Dallas and Hiram. The City of Braswell does not provide sewer services. Paulding County and the City of Dallas have adopted a sewer district boundary map which delineates the sewer service areas of each jurisdiction (see attached map, Service Delivery Agreement, and Memorandum of Understanding). Paulding County and the City of Hiram have a sewer agreement, addressing issues related to the provision and extension of sanitary sewer.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	Enterprise Fund, User Fees
Dallas	Enterprise Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – February, 2007
Intergovernmental Water-Sewer Agreement	Paulding County – Hiram	October, 1997 – October, 2017

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
None

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Sanitary Sewer

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 Paulding County provides sewer service to a portion of the incorporated limits of both Hiram and Dallas as well as to portions of unincorporated Paulding County. The County and Hiram have an intergovernmental contract relating to the provision and extension of sewer services as they pertain to the two jurisdictions.
 Dallas operates a sanitary sewer system that covers portions of its incorporated boundaries as well as portions of unincorporated Paulding County. Under this Agreement, Paulding County and Dallas agree to the service areas shown on the map attached to this agreement. For proposed developments that "straddle" the service boundary lines on the map, the jurisdiction with the greatest percentage of said development shall be the service provider. If it cannot be determined who has the greatest percentage (i.e., close to 50%-50%), the jurisdiction with the nearest system connection shall be the service provider. Nothing in this Agreement shall prevent Paulding County and Dallas from mutually agreeing on a variation from these terms. Additional agreements between Dallas and Paulding County concerning sanitary sewer are contained in a Memorandum of Understanding, which is attached hereto and made part of this Service Delivery Agreement on Sanitary Sewer.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 31st day of November, 2004.

PAULDING COUNTY

By: J. M. Smith
 Title: Chairman
 Attest: Sheri L. Smith

CITY OF BRASWELL

By: Richard Fennel
 Title: Mayor
 Attest: John W. Brown

CITY OF DALLAS

By: Mark W. Smith
 Title: Mayor
 Attest: John W. Brown

CITY OF HIRAM

By: D.P. Randall
 Title: Mayor
 Attest: Jay M. Smith

MEMORANDUM OF UNDERSTANDING & AGREEMENT
BETWEEN PAULDING COUNTY AND CITY OF DALLAS, GEORGIA
REGARDING WATER AND SANITARY SEWER SERVICES

Whereas, both Paulding County ("County") and the City of Dallas ("Dallas") entered into an Agreement in conjunction with the Service Delivery Strategy submitted to the Georgia Department of Community Affairs whereby both parties desired to reach an Agreement regarding water and sanitary sewer services by April 1, 2000;

Whereas, on March 28, 2000, Paulding County and the City of Dallas entered into a Memorandum of Understanding and Agreement regarding water and sanitary sewer services to further explain specific aspects of the Service Delivery Strategy;

Whereas, the aforementioned Memorandum of Understanding and Agreement entered into by Paulding County and the City of Dallas on March 28, 2000, contained terms and provisions that were to remain in effect until the required Service Delivery Strategy review and revision date of December 1, 2001;

Whereas, Paulding County and the City of Dallas have reached further agreement regarding water and sanitary sewer services through the adoption of water and sewer district boundary maps, and now seek to revise the Memorandum of Understanding and Agreement of March 28, 2000.

Now therefore, Paulding County and the City of Dallas, Georgia, by and through their respective governing authorities, hereby agree to the following special stipulations with regard to water and sanitary sewer services affected by the Service Delivery Strategy.

1.

DISCONNECTION OF WATER FOR NON-PAYMENT OF FEES

The City of Dallas may request Paulding County, Georgia discontinue/disconnect water to those residents which are customers of the Paulding County Water System and who are also customers of the City of Dallas sanitary sewer service and/or City of Dallas garbage service, but are delinquent in their payment of those fees associated with the City of Dallas sanitary sewer service and/or City of Dallas garbage service.

Paulding County agrees to accommodate the request to discontinue/disconnect Paulding County-provided water for residents' non-payment of City of Dallas-provided sanitary sewer service and/or garbage service under the following conditions:

- a) The disconnection of water service will be performed by the Paulding County Public Works Department, Water, Sewer and Environmental Division, within thirty (30) days of receipt of official written notification from the City of Dallas of non-payment of City of Dallas-provided sanitary sewer service and/or garbage service by a resident that is a Paulding County water customer.
- b) The City of Dallas will provide the Paulding County Public Works Department, Water, Sewer and Environmental Division, with proof of full payment of all delinquent fees within one business day of the re-connection of water service to a resident of Paulding County.
- c) The re-connect service fee shall be set at the rate of \$35.00 for all customers affected by this Agreement as described above;
- d) At the customer's request, same-day re-connection service is available for an additional fee of \$75.00 (in addition to the regular \$35.00 service fee described above).
- e) After the date of this Agreement, all new Paulding County water customers which will receive sanitary sewer and/or garbage service from the City of Dallas will be contracted as water customers under a new water service agreement which will specifically provide that water service may be disconnected/discontinued for failure to pay sanitary sewer and/or garbage service fees to the City of Dallas.
- f) Paulding County and the City of Dallas will each pass ordinances to allow for water service disconnection by Paulding County to those existing customers (affected by the above-described terms) which fail to pay sanitary sewer and/or garbage service fees to the City of Dallas as outlined above by April 30, 2000.
- g) These terms shall remain in effect until such time as the House Bill 489 agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

MASTER METERS

The City of Dallas shall be able to install master water meters on Paulding County water lines within the corporate limits of Dallas for developments of larger than forty (40) acres and to purchase water from Paulding County at the wholesale rate as defined through these master meter points for distribution and billing to these developments at the retail rate. Paulding County agrees to allow the City of Dallas to install said water meters and purchase water as described above pursuant to the following conditions.

- a) The Paulding County Public Works Department, Water, Sewer and Environmental Division, will provide water at the published wholesale rate to the City of Dallas.
- b) For any master meter set by Paulding County for the purpose of enabling system-wide water distribution in the City of Dallas, the County agrees to waive the cost of said master meter as specified in its existing contract between the City and County.
- c) The City of Dallas shall be responsible for the initial cost and installation of said master meters and Paulding County will perform monthly meter readings and necessary perpetual maintenance of master meters installed in accordance with this Agreement.
- d) These terms shall remain in effect until such time as the House Bill 489 Agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007

**EXTRA-TERRITORIAL EXTENSION OF WATER
AND SANITARY SEWER SERVICES**

Paulding County and the City of Dallas agree to abide by the water and sewer district boundary maps adopted and agreed upon by Dallas on February 5, 2001, and Paulding County on March 13, 2001, in determining the extra-territorial extension of water and sanitary sewer services. Both jurisdictions also agree to the following terms when interpreting said water and sewer district boundary maps.

- a) Where a proposed development is situated on both sides of the district boundary maps for either water or sanitary sewer, the jurisdiction containing the greater percentage of the development shall be the water or sanitary sewer service provider.
- b) Where a proposed development is situated on both sides of the district boundary maps for either water or sanitary sewer, and it cannot be determined which jurisdiction contains the greater percentage of the development (i.e., the development is close to 50% in the Paulding County service area and close to 50% in the Dallas service area), then the service provider shall be the jurisdiction having the nearest system connection to the development for water, and the nearest system connection to the development for sanitary sewer.
- c) Nothing contained in this Agreement shall prevent Paulding County and the City of Dallas from mutually agreeing to allow one jurisdiction to service developments within the water and/or sewer district boundaries of the other jurisdiction.
- d) These terms shall remain in effect until such time as the House Bill 489 Agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

So agreed this 13th day of March, 2001.

CITY OF DALLAS, GEORGIA
By and Through Its Mayor and City Council

By: Boyd Austin
Boyd Austin, Mayor

Diana Sheets
Clerk, City of Dallas

PAULDING COUNTY, GEORGIA
By and Through its Board of Commissioners

By: Jerry N. Shearin
Jerry Shearin, Chairman

Beverly Cochran
Clerk, Paulding County Board of Commissioners

PAULDING COUNTY
&
CITY OF DALLAS
SEWER DISTRICT MAP

LEGEND



CITY OF DALLAS SEWER
SERVICE AREA



DALLAS CITY LIMITS

INTERMEDIATE PROPERTIES

1. MUNICIPALITY IN WHOSE DISTRICT THE MAJORITY OF A GIVEN PROPERTY RESIDES WILL PROVIDE SERVICE TO THAT GIVEN PROPERTY.
2. MUNICIPALITY WHOSE DISTRICT IS IN CLOSEST PROXIMITY TO A GIVEN PROPERTY WILL PROVIDE SERVICE TO THAT GIVEN PROPERTY.



Jerry Shearin
JERRY SHEARIN, CHAIRMAN
PAULDING COUNTY
BOARD OF COMMISSIONERS



Boyd Austin
BOYD AUSTIN, MAYOR
CITY OF DALLAS

March 13, 2001
APPROVAL DATE

March 13, 2001
APPROVAL DATE

FEBRUARY 1, 2001

N.T.S.


ORIGINAL





PAULDING COUNTY & CITY OF DALLAS SEWER DISTRICT MAP

LEGEND

- CITY OF DALLAS SEWER SERVICE AREA
-  DALLAS CITY LIMITS

INTERMEDIATE PROPERTIES

1. MUNICIPALITY IN WHOSE DISTRICT THE MAJORITY OF A GIVEN PROPERTY RESIDES WILL PROVIDE SERVICE TO THAT GIVEN PROPERTY.
2. MUNICIPALITY WHOSE DISTRICT IS IN CLOSEST PROXIMITY TO A GIVEN PROPERTY WILL PROVIDE SERVICE TO THAT GIVEN PROPERTY.



JERRY SEIBERIN, CHAIRMAN
PAULDING COUNTY
BOARD OF COMMISSIONERS

BOYD AUSTIN, MAYOR
CITY OF DALLAS

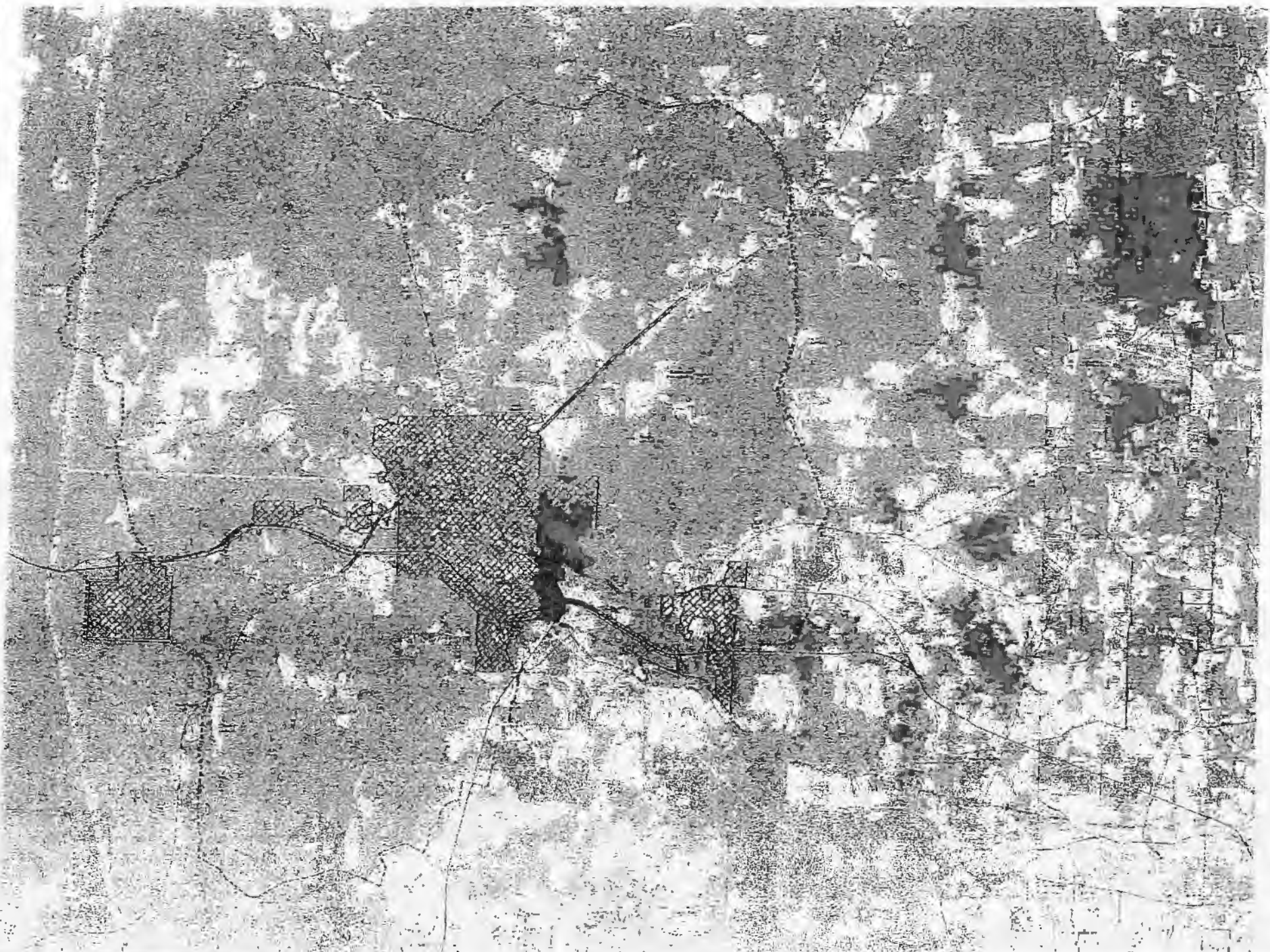
APPROVED

APPROVAL DATE

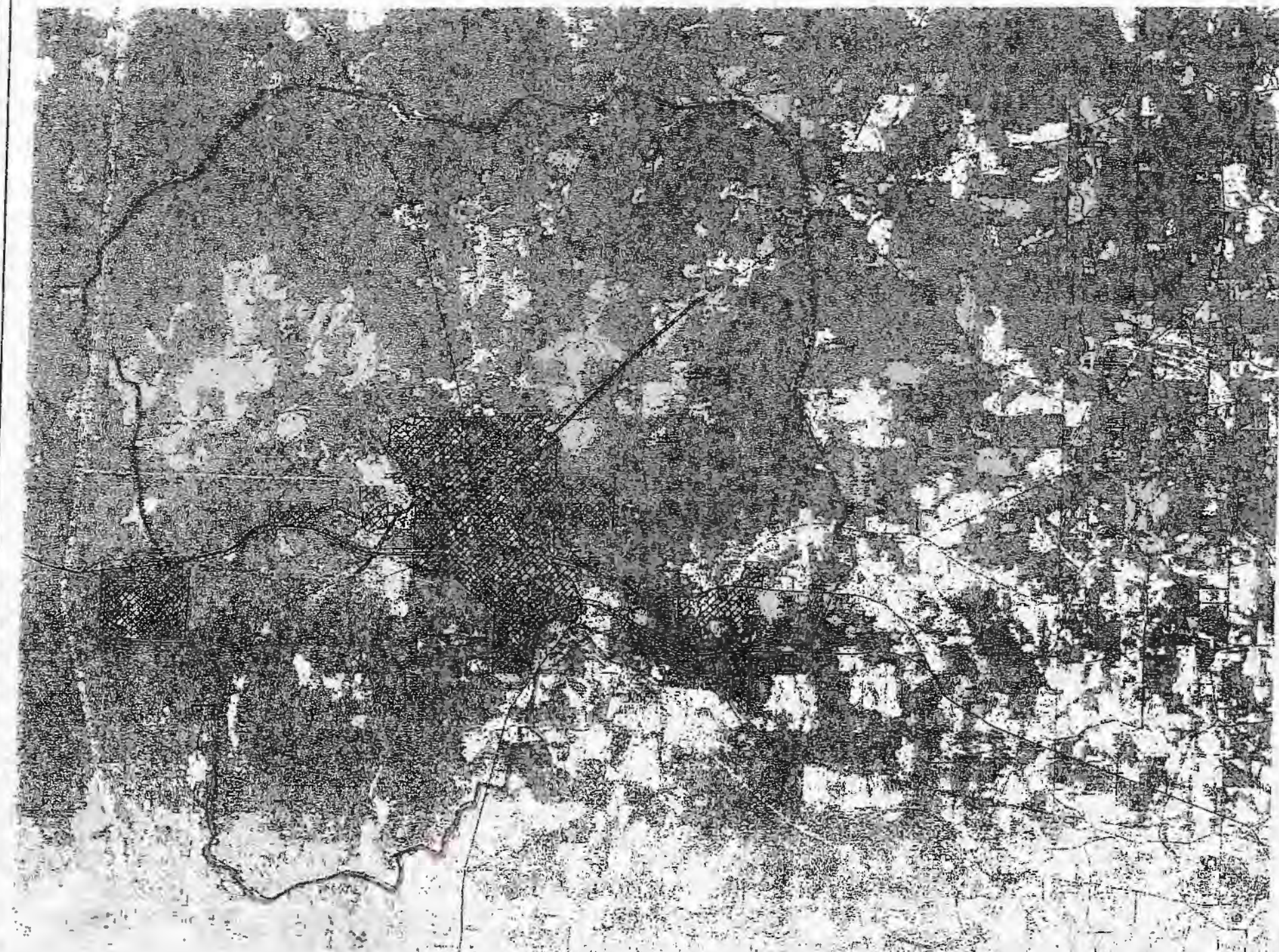
APPROVAL DATE

FEBRUARY 1, 2001

N.T.S




Additional Detail Provided by D.C.A.



**PAULDING COUNTY
&
CITY OF DALLAS
SEWER DISTRICT MAP**

LEGEND

- CITY OF DALLAS SEWER SERVICE AREA
-  DALLAS CITY LIMITS

INTERMEDIATE PROPERTIES

1. MUNICIPALITY IN WHOSE DISTRICT THE MAJORITY OF A GIVEN PROPERTY RESIDES WILL PROVIDE SERVICE TO THAT GIVEN PROPERTY.
2. MUNICIPALITY WHOSE DISTRICT IS IN CLOSEST PROXIMITY TO A GIVEN PROPERTY WILL PROVIDE SERVICE TO THAT GIVEN PROPERTY.



JERRY SHEARIN, CHAIRMAN
PAULDING COUNTY
BOARD OF COMMISSIONERS

BOYD AUSTIN, MAYOR
CITY OF DALLAS

APPROVED

APPROVAL DATE APPROVAL DATE

FEBRUARY 1, 2001

N.T.S.

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Septic Tank 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 area) by a single service provider. **Dallas provides this service exclusively and it is available to residents countywide.**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas	User Fees, Water & Sewer Enterprise Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Septic Tank Disposal</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: The City of Dallas owns a septic tank disposal facility, the only one in Paulding County, and it is available to residents countywide. The County and the other two cities do not provide this service nor participate in the funding of the Dallas facility.</p>
--

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 31st day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Quincy Cochran

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor
Attest: Jonie Wynn

CITY OF DALLAS

By: Robert Gray
Title: Mayor
Attest: Terrell Smith

CITY OF HIRAM

By: D.P. Randle
Title: Mayor
Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Sign Permitting

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

- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. Paulding County provides this service for the unincorporated areas plus the City of Hiram. Dallas provides solely within its corporate limits. Braswell does not have this service.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Dallas	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Sign Permitting

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County issues permits for signs and conducts inspections on signs requiring footings and/or electrical hook-up in the unincorporated areas as well as in Hiram. The City of Dallas performs the same activities for signs within its incorporated boundaries. Braswell does not have this service.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Davis
Title: Chairman
Attest: Suzette Cochran

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor
Attest: Jorie Wagon

CITY OF DALLAS

By: Wynne C.
Title: Mayor
Attest: Judith S. Hatcher

CITY OF HIRAM

By: D. P. Randall
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Solid Waste 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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. **Dallas, Hiram and Braswell all provide backyard collection of solid waste within their corporate limits. The service is not provided by the government of Paulding County.**

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas	User Fees
Hiram	General Fund, User Fees
Braswell	General Fund, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County -- All Cities	December, 2004 -- 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Solid Waste Collection

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

The cities of Braswell, Dallas and Hiram all provide backyard residential garbage collection within their respective incorporated boundaries. The cities also collect commercial solid waste, although commercial customers using dumpsters must arrange for collection service with private waste haulers.

This service is not provided by the Paulding County government in the unincorporated areas. The County simply allows open competition for waste collection services.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman

Attest: Beverly Beck

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor

Attest: Jane Wynn

CITY OF DALLAS

By: W. J. C. C.
Title: Mayor

Attest: Jane Wynn

CITY OF HIRAM

By: D. P. Randall
Title: Mayor

Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Solid Waste Management 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 area) by a single service provider.
 - Service will be provided only in the unincorporated portion of the county by a single service provider.
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. The County and the cities of Dallas, Hiram and Braswell jointly participate in solid waste management planning.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No
- If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (see O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).
- If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

Local Government or Authority	Funding Method
Paulding County	Enterprise Fund
Dallas	General Fund
Hiram	General Fund
Braswell	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **Paulding County Solid Waste Management Plan, including the cities of Dallas, Hiram and Braswell, 1993 - 2003**

7. Person completing this form: Ben K. Skipper
 Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Solid Waste Management Planning

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
 The County and the cities of Braswell, Dallas and Hiram jointly participated in preparing and financing the original 1993 Solid Waste Management Plan for Paulding County. The four governments also participated in the five-year Short Term Work Program update of the plan in 2004 and agree to continue participating on future plan updates and/or revisions.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of December 2004.

PAULDING COUNTY

By: J. W. Davis
 Title: Chairman
 Attest: Stacy Gibson

CITY OF BRASWELL

By: Rechal Fennell
 Title: Mayor
 Attest: Joni Hyman

CITY OF DALLAS

By: Brad T
 Title: Mayor
 Attest: Jane L. Lister

CITY OF HIRAM

By: D. P. Bradley
 Title: Mayor
 Attest: James M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Solid Waste Transfer Station

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County owns and operates a solid waste transfer station that is available to residents countywide, including the three cities**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	Enterprise Fund, Tipping Fees, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Solid Waste Transfer Station</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: Paulding County owns and operates a solid waste transfer station that is available to residents and garbage haulers countywide, including the three cities. The transfer station is funded through the Solid Waste Enterprise Fund and tipping fees received at the transfer station, but is also supplemented by funds from the County's General Fund each year.</p>
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We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Jonni Wynn

CITY OF DALLAS

By: Myra L. Curry
Title: Mayor
Attest: Janice T. Talbot

CITY OF HIRAM

By: D. B. Randall
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Stormwater/Flood 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 area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas

X Other. Paulding County provides this service for unincorporated areas and the City of Hiram. This service is not provided in Braswell. Dallas provides flood damage control services within its incorporated boundaries.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County -- All Cities	December, 2004 -- 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? **Paulding County Development Regulations**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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? **X** Yes No

SERVICE DELIVERY AGREEMENT

Service: Stormwater/Flood Management

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County provides stormwater/flood management services for unincorporated areas and the City of Hiram. These services are not provided in the City of Braswell. Dallas provides flood damage control services within its incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Davis
Title: Chairman
Attest: Beverly Cochran

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Joni Hagan

CITY OF DALLAS

By: W. A. Long
Title: Mayor
Attest: Terrence Libbotta

CITY OF HIRAM

By: D. P. Randall
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Street Lights

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Paulding County provides in the unincorporated areas. Hiram, Dallas and Braswell all provide within their respective corporate limits.**

Other

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	User Fees
Dallas	General Fund
Hiram	General Fund
Braswell	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Street Lights

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County arranges street light installation and maintenance in residential subdivisions located in unincorporated areas of the County. Residents are assessed \$4.00 per month, added to their water bill, for this service.

Braswell and Dallas provide this service within their incorporated boundaries at no additional cost to residents. Hiram provides this service within their R-2 zoning subdivisions only, at no additional cost to residents.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman

Attest: Sandy Beck

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor

Attest: Jonie Wynn

CITY OF DALLAS

By: Mark C. ...
Title: Mayor

Attest: Debra ...

CITY OF HIRAM

By: D. P. ...
Title: Mayor

Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Tax Assessments

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **State Law**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Tax Assessments</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: In accordance with State law, Paulding County is responsible for assessing property in the County and the three cities for taxation purposes.</p>

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. Smith
Title: Chairman
Attest: Severly Cochrane

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor
Attest: Joni Wilson

CITY OF DALLAS

By: Robert W. ...
Title: Mayor
Attest: Janice ...

CITY OF HIRAM

By: D.P. Rendley
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Tax Collections

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Paulding County collects taxes from property owners countywide, while the cities of Braswell, Dallas and Hiram collect taxes from property owners in their respective jurisdictions.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund
Hiram	General Fund
Braswell	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – 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? **State Law**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Tax Collections

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County collects taxes from property owners countywide, while the cities of Braswell, Dallas and Hiram collect taxes from property owners in their respective incorporated boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Smith

Title: Chair

Attest: Suzette Cook

CITY OF BRASWELL

By: Richard Fennel

Title: Mayor

Attest: Joni Bryan

CITY OF DALLAS

By: John Long

Title: Mayor

Attest: Jessica Roberts

CITY OF HIRAM

By: D. P. Randall

Title: Mayor

Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Traffic 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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. **Paulding County provides traffic control measures throughout unincorporated areas of the county, while the three cities all provide this service within their respective incorporated boundaries. Additionally, the City of Dallas provides traffic control for the Paulding County School System at Dallas Elementary School, under the terms of a contract between the City and the School System. Paulding County provides standard-issue blade signs for street names to the Cities of Dallas and Hiram at no additional charge to the cities beyond cost.**

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund, State
Dallas	General Fund, State
Hiram	General Fund, State
Braswell	General Fund, State

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Traffic Control

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County provides traffic control measures and systems throughout the unincorporated areas of the County. Braswell, Dallas and Hiram all provide this service within their respective incorporated boundaries. Additionally, Dallas contracts with the Paulding County School System to provide traffic control for the Dallas Elementary School. Paulding County provides blade signs for street names to Dallas and Hiram at no additional charge to the cities beyond cost.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 31st day of November 2004.

PAULDING COUNTY
By: J. M. Smith
Title: Chairman
Attest: Shirley Carter

CITY OF BRASWELL
By: Richard Fennel
Title: Mayor
Attest: Joni Nigam

CITY OF DALLAS
By: W. L. C. C. C.
Title: Mayor
Attest: Janice L. L. L.

CITY OF HIRAM
By: D. P. R. R.
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Transportation 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 area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. Paulding County provides transportation planning services to the unincorporated areas as well as for Hiram. Braswell and Dallas provide this service solely within their incorporated boundaries.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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? **X** Yes No

SERVICE DELIVERY AGREEMENT

<p>Service: <u>Transportation Planning</u></p> <p>Parties: <u>Paulding County and the cities of Braswell, Dallas and Hiram</u></p> <p>Agreement: Paulding County provides transportation planning services to the unincorporated areas of the County as well as for Hiram. Braswell and Dallas provide this service within their incorporated boundaries.</p>
--

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: [Signature]
Title: Chairman
Attest: Beverly Cook

CITY OF BRASWELL

By: Rechal Fennel
Title: Mayor
Attest: Josie Wynn

CITY OF DALLAS

By: [Signature]
Title: Mayor
Attest: [Signature]

CITY OF HIRAM

By: [Signature]
Title: Mayor
Attest: Joyce M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Voter Registration

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

Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider. **Paulding County operates the official registrar's office for the County and its cities. However, residents can register to vote at numerous locations, including the city halls of Dallas, Hiram and Braswell.**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	General Fund
Dallas	General Fund
Hiram	General Fund
Braswell	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **State Law**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Voter Registration

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
Paulding County operates the official registrar's office for the County and provides voter registration services for residents countywide. However, residents can register to vote at numerous locations in the County, both public and private, including the city halls of each of the three cities.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. [Signature]
Title: Chairman
Attest: Beverly [Signature]

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor
Attest: Janie [Signature]

CITY OF DALLAS

By: [Signature]
Title: Mayor
Attest: [Signature]

CITY OF HIRAM

By: [Signature]
Title: Mayor
Attest: [Signature]

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Water Distribution

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

- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other. Hiram operates a municipal water system for its incorporated boundaries. Dallas operates a system that covers the majority of its incorporated boundaries and certain areas in unincorporated Paulding County. Paulding County operates a water system that covers areas in unincorporated Paulding County and portions of the cities of Dallas and Hiram. The City of Braswell does not provide water distribution services. Paulding County and the City of Hiram have a water service agreement, addressing issues related to the provision and extension of water services. Paulding County and the City of Dallas have adopted a water district boundary map which delineates the water distribution service areas of each jurisdiction (see attached map, Service Delivery Agreement, and Memorandum of Understanding).

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	Enterprise Fund, User Fees
Dallas	General Fund
Hiram	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County – All Cities	December, 2004 – February, 2007
Intergovernmental Water-Sewer Agreement	Paulding County – Hiram	October, 1997 – October, 2017

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

None

7. Person completing this form: Ben K. Skipper
 Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Water Distribution

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Hiram operates a water system for areas within its incorporated boundaries. Paulding County provides water service to a portion of the incorporated limits of Hiram. The County and Hiram have an intergovernmental contract relating to the provision and extension of water services as they pertain to the two jurisdictions.

Dallas operates a water system that covers most of its incorporated boundaries as well as portions of unincorporated Paulding County. Paulding County provides water service to a relatively small customer base within the city limits of Dallas. Under this Agreement, Paulding County and Dallas agree to the service boundaries shown on the map attached to this agreement. For proposed developments that "straddle" the service boundary lines on the map, the jurisdiction with the greatest percentage of said development shall be the service provider. If it cannot be determined who has the greatest percentage (i.e., close to 50%-50%), the jurisdiction with the nearest system connection shall be the service provider. Nothing in this Agreement shall prevent Paulding County and Dallas from mutually agreeing on a variation from these terms. Additional agreements between Dallas and Paulding County relating to water distribution are identified in a Memorandum of Understanding, which is attached hereto and made part of this Service Delivery Agreement on Water Distribution.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. N. Davis
Title: Chairman

Attest: Beverly Cook

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor

Attest: James Wynn

CITY OF DALLAS

By: Bob Long
Title: Mayor

Attest: Public Utilities

CITY OF HIRAM

By: D. B. Randall
Title: Mayor

Attest: Joyce M. Smith

MEMORANDUM OF UNDERSTANDING & AGREEMENT
BETWEEN PAULDING COUNTY AND CITY OF DALLAS, GEORGIA
REGARDING WATER AND SANITARY SEWER SERVICES

Whereas, both Paulding County ("County") and the City of Dallas ("Dallas") entered into an Agreement in conjunction with the Service Delivery Strategy submitted to the Georgia Department of Community Affairs whereby both parties desired to reach an Agreement regarding water and sanitary sewer services by April 1, 2000;

Whereas, on March 28, 2000, Paulding County and the City of Dallas entered into a Memorandum of Understanding and Agreement regarding water and sanitary sewer services to further explain specific aspects of the Service Delivery Strategy;

Whereas, the aforementioned Memorandum of Understanding and Agreement entered into by Paulding County and the City of Dallas on March 28, 2000, contained terms and provisions that were to remain in effect until the required Service Delivery Strategy review and revision date of December 1, 2001;

Whereas, Paulding County and the City of Dallas have reached further agreement regarding water and sanitary sewer services through the adoption of water and sewer district boundary maps, and now seek to revise the Memorandum of Understanding and Agreement of March 28, 2000.

Now therefore, Paulding County and the City of Dallas, Georgia, by and through their respective governing authorities, hereby agree to the following special stipulations with regard to water and sanitary sewer services affected by the Service Delivery Strategy.

1.

DISCONNECTION OF WATER FOR NON-PAYMENT OF FEES

The City of Dallas may request Paulding County, Georgia discontinue/disconnect water to those residents which are customers of the Paulding County Water System and who are also customers of the City of Dallas sanitary sewer service and/or City of Dallas garbage service, but are delinquent in their payment of those fees associated with the City of Dallas sanitary sewer service and/or City of Dallas garbage service.

Paulding County agrees to accommodate the request to discontinue/disconnect Paulding County-provided water for residents' non-payment of City of Dallas-provided sanitary sewer service and/or garbage service under the following conditions:

- a) The disconnection of water service will be performed by the Paulding County Public Works Department, Water, Sewer and Environmental Division, within thirty (30) days of receipt of official written notification from the City of Dallas of non-payment of City of Dallas-provided sanitary sewer service and/or garbage service by a resident that is a Paulding County water customer.
- b) The City of Dallas will provide the Paulding County Public Works Department, Water, Sewer and Environmental Division, with proof of full payment of all delinquent fees within one business day of the re-connection of water service to a resident of Paulding County.
- c) The re-connect service fee shall be set at the rate of \$35.00 for all customers affected by this Agreement as described above;
- d) At the customer's request, same-day re-connection service is available for an additional fee of \$75.00 (in addition to the regular \$35.00 service fee described above).
- e) After the date of this Agreement, all new Paulding County water customers which will receive sanitary sewer and/or garbage service from the City of Dallas will be contracted as water customers under a new water service agreement which will specifically provide that water service may be disconnected/discontinued for failure to pay sanitary sewer and/or garbage service fees to the City of Dallas.
- f) Paulding County and the City of Dallas will each pass ordinances to allow for water service disconnection by Paulding County to those existing customers (affected by the above-described terms) which fail to pay sanitary sewer and/or garbage service fees to the City of Dallas as outlined above by April 30, 2000.
- g) These terms shall remain in effect until such time as the House Bill 489 agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

MASTER METERS

The City of Dallas shall be able to install master water meters on Paulding County water lines within the corporate limits of Dallas for developments of larger than forty (40) acres and to purchase water from Paulding County at the wholesale rate as defined through these master meter points for distribution and billing to these developments at the retail rate. Paulding County agrees to allow the City of Dallas to install said water meters and purchase water as described above pursuant to the following conditions.

- a) The Paulding County Public Works Department, Water, Sewer and Environmental Division, will provide water at the published wholesale rate to the City of Dallas.
- b) For any master meter set by Paulding County for the purpose of enabling system-wide water distribution in the City of Dallas, the County agrees to waive the cost of said master meter as specified in its existing contract between the City and County.
- c) The City of Dallas shall be responsible for the initial cost and installation of said master meters and Paulding County will perform monthly meter readings and necessary perpetual maintenance of master meters installed in accordance with this Agreement.
- d) These terms shall remain in effect until such time as the House Bill 489 Agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

**EXTRA-TERRITORIAL EXTENSION OF WATER
AND SANITARY SEWER SERVICES**

Paulding County and the City of Dallas agree to abide by the water and sewer district boundary maps adopted and agreed upon by Dallas on February 5, 2001, and Paulding County on March 13, 2001, in determining the extra-territorial extension of water and sanitary sewer services. Both jurisdictions also agree to the following terms when interpreting said water and sewer district boundary maps.

- a) Where a proposed development is situated on both sides of the district boundary maps for either water or sanitary sewer, the jurisdiction containing the greater percentage of the development shall be the water or sanitary sewer service provider.
- b) Where a proposed development is situated on both sides of the district boundary maps for either water or sanitary sewer, and it cannot be determined which jurisdiction contains the greater percentage of the development (i.e., the development is close to 50% in the Paulding County service area and close to 50% in the Dallas service area), then the service provider shall be the jurisdiction having the nearest system connection to the development for water, and the nearest system connection to the development for sanitary sewer.
- c) Nothing contained in this Agreement shall prevent Paulding County and the City of Dallas from mutually agreeing to allow one jurisdiction to service developments within the water and/or sewer district boundaries of the other jurisdiction.
- d) These terms shall remain in effect until such time as the House Bill 489 Agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

So agreed this 13th day of March, 2001.

CITY OF DALLAS, GEORGIA
By and Through Its Mayor and City Council

By: Boyd Austin
Boyd Austin, Mayor

Diana L. Lott
Clerk, City of Dallas

PAULDING COUNTY, GEORGIA
By and Through its Board of Commissioners

By: Jerry N. Shearin
Jerry Shearin, Chairman

Beverly Cochran
Clerk, Paulding County Board of Commissioners

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Water Distribution

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other: Hiram operates a municipal water system for its incorporated boundaries. Dallas operates a system that covers the majority of its incorporated boundaries and certain areas in unincorporated Paulding County. Paulding County operates a water system that covers areas in unincorporated Paulding County and portions of the cities of Dallas and Hiram. The City of Braswell does not provide water distribution services. Paulding County and the City of Hiram have a water service agreement, addressing issues related to the provision and extension of water services. Paulding County and the City of Dallas have adopted a water district boundary map which delineates the water distribution service areas of each jurisdiction (see attached map, Service Delivery Agreement, and Memorandum of Understanding).

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	Enterprise Fund, User Fees
Dallas	General Fund
Hiram	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - February, 2007
Intergovernmental Water-Sewer Agreement	Paulding County - Hiram	October, 1997 - October, 2017

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

None

7. Person completing this form: Ben K. Sligger
 Phone Number: 770-445-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Water Distribution

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Hiram operates a water system for areas within its incorporated boundaries. Paulding County provides water service to a portion of the incorporated limits of Hiram. The County and Hiram have an intergovernmental contract relating to the provision and extension of water services as they pertain to the two jurisdictions.

Dallas operates a water system that covers most of its incorporated boundaries as well as portions of unincorporated Paulding County. Paulding County provides water service to a relatively small customer base within the city limits of Dallas. Under this Agreement, Paulding County and Dallas agree to the service boundaries shown on the map attached to this agreement. For proposed developments that "straddle" the service boundary lines on the map, the jurisdiction with the greatest percentage of said development shall be the service provider. If it cannot be determined who has the greatest percentage (i.e., close to 50%-50%), the jurisdiction with the nearest system connection shall be the service provider. Nothing in this Agreement shall prevent Paulding County and Dallas from mutually agreeing on a variation from these terms. Additional agreements between Dallas and Paulding County relating to water distribution are identified in a Memorandum of Understanding, which is attached hereto and made part of this Service Delivery Agreement on Water Distribution.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this

30th day of November, 2004

PAULDING COUNTY

By: J. M. ...
Title: ...

Attest: ...

CITY OF BRASWELL

By: Richard Fennell
Title: Mayor

Attest: ...

CITY OF DALLAS

By: ...
Title: ...

Attest: ...

CITY OF HIRAM

By: D. P. ...
Title: Mayor

Attest: ...



**PAULDING COUNTY
&
CITY OF DALLAS
WATER DISTRICT MAP**

LEGEND



**CITY OF DALLAS
WATER SERVICE AREA**



DALLAS CITY LIMITS

**NOTE: AREA NOT INCLUDED WITHIN CITY OF DALLAS
SERVICE AREA BOUNDARY WILL BE SERVICED BY
PAULDING COUNTY.**



**JERRY SHEARIN, CHAIRMAN
PAULDING COUNTY
BOARD OF COMMISSIONERS**



**BOYD AUSTIN, MAYOR
CITY OF DALLAS**

APPROVAL DATE

FEBRUARY 1, 2001

N.T.S.

APPROVAL DATE

PAULDING COUNTY
Public Works Department
Attn: J. James Thomas
100 North Park
Dallas, Georgia 30132
Phone: (770) 468-3333 Fax: (770) 468-4288

2003

MEMORANDUM OF UNDERSTANDING & AGREEMENT
BETWEEN PAULDING COUNTY AND CITY OF DALLAS, GEORGIA
REGARDING WATER AND SANITARY SEWER SERVICES

Whereas, both Paulding County ("County") and the City of Dallas ("Dallas") entered into an Agreement in conjunction with the Service Delivery Strategy submitted to the Georgia Department of Community Affairs whereby both parties desired to reach an Agreement regarding water and sanitary sewer services by April 1, 2000;

Whereas, on March 28, 2000, Paulding County and the City of Dallas entered into a Memorandum of Understanding and Agreement regarding water and sanitary sewer services to further explain specific aspects of the Service Delivery Strategy,

Whereas, the aforementioned Memorandum of Understanding and Agreement entered into by Paulding County and the City of Dallas on March 28, 2000, contained terms and provisions that were to remain in effect until the required Service Delivery Strategy review and revision date of December 1, 2001;

Whereas, Paulding County and the City of Dallas have reached further agreement regarding water and sanitary sewer services through the adoption of water and sewer district boundary maps, and now seek to revise the Memorandum of Understanding and Agreement of March 28, 2000.

Now therefore, Paulding County and the City of Dallas, Georgia, by and through their respective governing authorities, hereby agree to the following special stipulations with regard to water and sanitary sewer services affected by the Service Delivery Strategy.

1.

DISCONNECTION OF WATER FOR NON-PAYMENT OF FEES

The City of Dallas may request Paulding County, Georgia discontinue/disconnect water to those residents which are customers of the Paulding County Water System and who are also customers of the City of Dallas sanitary sewer service and/or City of Dallas garbage service, but are delinquent in their payment of those fees associated with the City of Dallas sanitary sewer service and/or City of Dallas garbage service.

Paulding County agrees to accommodate the request to discontinue/disconnect Paulding County-provided water for residents' non-payment of City of Dallas-provided sanitary sewer service and/or garbage service under the following conditions:

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- b) The City of Dallas will provide the Paulding County Public Works Department, Water, Sewer and Environmental Division, with proof of full payment of all delinquent fees within one business day of the re-connection of water service to a resident of Paulding County.
- c) The re-connect service fee shall be set at the rate of \$35.00 for all customers affected by this Agreement as described above;
- d) At the customer's request, same-day re-connection service is available for an additional fee of \$75.00 (in addition to the regular \$35.00 service fee described above).
- e) After the date of this Agreement, all new Paulding County water customers which will receive sanitary sewer and/or garbage service from the City of Dallas will be contracted as water customers under a new water service agreement which will specifically provide that water service may be disconnected/discontinued for failure to pay sanitary sewer and/or garbage service fees to the City of Dallas.
- f) Paulding County and the City of Dallas will each pass ordinances to allow for water service disconnection by Paulding County to those existing customers (affected by the above-described terms) which fail to pay sanitary sewer and/or garbage service fees to the City of Dallas as outlined above by April 30, 2000.
- g) These terms shall remain in effect until such time as the House Bill 489 agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

MASTER METERS

The City of Dallas shall be able to install master water meters on Paulding County water lines within the corporate limits of Dallas for developments of larger than forty (40) acres and to purchase water from Paulding County at the wholesale rate as defined through these master meter points for distribution and billing to these developments at the retail rate. Paulding County agrees to allow the City of Dallas to install said water meters and purchase water as described above pursuant to the following conditions.

- a) The Paulding County Public Works Department, Water, Sewer and Environmental Division, will provide water at the published wholesale rate to the City of Dallas.
- b) For any master meter set by Paulding County for the purpose of enabling system-wide water distribution in the City of Dallas, the County agrees to waive the cost of said master meter as specified in its existing contract between the City and County.
- c) The City of Dallas shall be responsible for the initial cost and installation of said master meters and Paulding County will perform monthly meter readings and necessary perpetual maintenance of master meters installed in accordance with this Agreement.
- d) These terms shall remain in effect until such time as the House Bill 489 Agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

**EXTRA-TERRITORIAL EXTENSION OF WATER
AND SANITARY SEWER SERVICES**

Paulding County and the City of Dallas agree to abide by the water and sewer district boundary maps adopted and agreed upon by Dallas on February 5, 2001, and Paulding County on March 13, 2001, in determining the extra-territorial extension of water and sanitary sewer services. Both jurisdictions also agree to the following terms when interpreting said water and sewer district boundary maps.

- a) Where a proposed development is situated on both sides of the district boundary maps for either water or sanitary sewer, the jurisdiction containing the greater percentage of the development shall be the water or sanitary sewer service provider.
- b) Where a proposed development is situated on both sides of the district boundary maps for either water or sanitary sewer, and it cannot be determined which jurisdiction contains the greater percentage of the development (i.e., the development is close to 50% in the Paulding County service area and close to 50% in the Dallas service area), then the service provider shall be the jurisdiction having the nearest system connection to the development for water, and the nearest system connection to the development for sanitary sewer.
- c) Nothing contained in this Agreement shall prevent Paulding County and the City of Dallas from mutually agreeing to allow one jurisdiction to service developments within the water and/or sewer district boundaries of the other jurisdiction.
- d) These terms shall remain in effect until such time as the House Bill 489 Agreement (Service Delivery Strategy) is reviewed and revised, no later than February 28, 2007.

So agreed this 13th day of March, 2001.

CITY OF DALLAS, GEORGIA
By and Through Its Mayor and City Council

By:

Boyd Austin
Boyd Austin, Mayor

Shirley Cochran
Clerk, City of Dallas

PAULDING COUNTY, GEORGIA
By and Through its Board of Commissioners

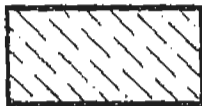
By:

Jerry Shearin
Jerry Shearin, Chairman

Shirley Cochran
Clerk, Paulding County Board of Commissioners

PAULDING COUNTY & CITY OF DALLAS WATER DISTRICT MAP

LEGEND



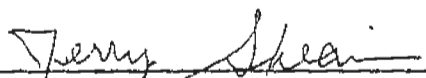
CITY OF DALLAS
WATER SERVICE AREA




DALLAS CITY LIMITS

NOTE: AREA NOT INCLUDED WITHIN CITY OF DALLAS
SERVICE AREA BOUNDARY WILL BE SERVICED BY
PAULDING COUNTY.

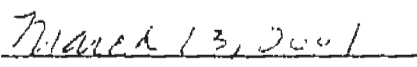



JERRY SHEARIN, CHAIRMAN
PAULDING COUNTY
BOARD OF COMMISSIONERS




BOYD AUSTIN, MAYOR
CITY OF DALLAS


APPROVAL DATE


APPROVAL DATE

FEBRUARY 1, 2001

N.T.S.

ORIGINAL

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

County: Paulding Service: Sanitary Sewer

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated area) by a single service provider.
 - Service will be provided only in the unincorporated portion of the county by a single service provider.
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

X Other. Dallas operates a sanitary sewer system that covers portions of its incorporated boundaries and certain areas in unincorporated Paulding County. Paulding County operates a system that covers areas in unincorporated Paulding County and portions of the cities of Dallas and Hiram. The City of Brazwell does not provide sewer services. Paulding County and the City of Dallas have adopted a sewer district boundary map which delineates the sewer service areas of each jurisdiction (see attached map, Service Delivery Agreement, and Memorandum of Understanding). Paulding County and the City of Hiram have a sewer agreement, addressing issues related to the provision and extension of sanitary sewer.

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

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

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

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

Local Government or Authority	Funding Method
Paulding County	Enterprise Fund, User Fees
Dallas	Enterprise Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - February, 2007
Intergovernmental Water-Sewer Agreement	Paulding County - Hiram	October, 1997 - October, 2017

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
None

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7691 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Sanitary Sewer

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:

Paulding County provides sewer service to a portion of the incorporated limits of both Hiram and Dallas as well as to portions of unincorporated Paulding County. The County and Hiram have an intergovernmental contract relating to the provision and extension of sewer services as they pertain to the two jurisdictions.

Dallas operates a sanitary sewer system that covers portions of its incorporated boundaries as well as portions of unincorporated Paulding County. Under this Agreement, Paulding County and Dallas agree to the service areas shown on the map attached to this agreement. For proposed developments that "straddle" the service boundary lines on the map, the jurisdiction with the greatest percentage of said development shall be the service provider. If it cannot be determined who has the greatest percentage (i.e., close to 50%-50%), the jurisdiction with the nearest system connection shall be the service provider. Nothing in this Agreement shall prevent Paulding County and Dallas from mutually agreeing on a variation from these terms. Additional agreements between Dallas and Paulding County concerning sanitary sewer are contained in a Memorandum of Understanding, which is attached hereto and made part of this Service Delivery Agreement on Sanitary Sewer.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this

30th day of November 2004

PAULDING COUNTY

By: J. M. Smith
 Title: Chairman

Attest: Suzette Baker

CITY OF BRASWELL

By: Richard Fennel
 Title: Mayor

Attest: Joni Brown

CITY OF DALLAS

By: Bob [unclear]
 Title: Mayor

Attest: [unclear]

CITY OF HIRAM

By: D. P. Rindley
 Title: Mayor

Attest: Jane M. Smith

**SERVICE DELIVERY AGREEMENT
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE TWO

County: Paulding Service: Yard Trimmings 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 area) by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. **Dallas and Braswell provide yard trimmings management services within their incorporated boundaries. This service is not provided by the city of Hiram within its incorporated boundaries or by the County government in unincorporated Paulding County; rather, residents may contract for the service, if available, with the waste management company of their choosing.**

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.

Other.

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

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

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

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

Local Government or Authority	Funding Method
Dallas	General Fund
Hiram	General Fund
Braswell	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? **No Change**

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Paulding County - All Cities	December, 2004 - 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? **None**

7. Person completing this form: Ben K. Skipper
Phone Number: 770-443-7601 Date Completed: December 14, 2004

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

SERVICE DELIVERY AGREEMENT

Service: Yard Trimmings Management

Parties: Paulding County and the cities of Braswell, Dallas and Hiram

Agreement:
The cities of Braswell and Dallas both provide yard trimmings management services within their respective incorporated boundaries. The city of Hiram does not provide this service within its incorporated boundaries. This service is not provided by the County government in unincorporated areas of the County. Paulding County allows open competition for this and any other waste-related service in unincorporated Paulding County.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of services described above and we see no apparent duplication of services or issues for consolidation, this 30th day of November 2004.

PAULDING COUNTY

By: J. M. [Signature]
Title: Chairman

Attest: Sue [Signature]

CITY OF BRASWELL

By: Richard Fennel
Title: Mayor

Attest: Joni [Signature]

CITY OF DALLAS

By: [Signature]
Title: Mayor

Attest: [Signature]

CITY OF HIRAM

By: [Signature]
Title: Mayor

Attest: Jesse M. Smith



SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS

Instructions:

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

County: PAULDING

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

NONE

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

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

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

If "other measures" was checked, describe these measures:

N/A

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

COUNTY & CITIES FOLLOW PROCEDURE ESTABLISHED BY THE GEORGIA LEGISLATURE
IN OCGA SEC. 36-33-11 et.seq.

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

SEE ATTACHED SERVICE DELIVERY AGREEMENTS
FOR SANITARY SEWER AND WATER DISTRIBUTION

5. Person completing form: BEN K. SKIPPER

Phone number: 770-443-7601

Date completed: DECEMBER 14, 2004

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? Yes No

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



**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

Instructions:

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

SERVICE DELIVERY STRATEGY FOR PAULDING 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 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3))

5. All Service Delivery Strategy Agreements will end on December 31, 2008.

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Jerry N. Shearin	Chairman	Paulding County	
	Dewey P. Pendley	Mayor	Hiram	
	Richard Fennell	Mayor	Braswell	
	Boyd L. Austin, Jr.	Mayor	Dallas	



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS

Paulding

file

Mike Beatty
COMMISSIONER

Sonny Perdue
GOVERNOR

MEMORANDUM

TO: Honorable Jerry Shearin
Chair, Paulding County Commission
166 Confederate Avenue
Dallas, Georgia 30132

Honorable Richard Fennell
Mayor, City of Braswell
6997 Braswell Road
Rockmart, Georgia 30153-3808

Honorable Boyd L. Austin
Mayor, City of Dallas
129 East Memorial Drive
Dallas, Georgia 30132-4200

Honorable Dewey P. Pendley
Mayor, City of Hiram
217 Main Street
Hiram, Georgia 30141-3249

FROM: Mike Beatty *MBeatty*
Commissioner

DATE: January 20, 2005

SUBJECT: Service Delivery Strategy Revision

We have reviewed the revision to the Service Delivery Strategy for Paulding County and Cities of Braswell, Dallas and Hiram, and have determined that this revision to your Strategy meets the required components and criteria of the law and was properly executed, and is hereby verified by our Department. Therefore, we acknowledge that an expiration date of December 31, 2008 has been included in your Service Delivery Strategy.

Please keep in mind that local governments are required to review, and revise if necessary, their approved strategy when any one of the following conditions are met:

- 1) In conjunction with updates of the comprehensive plan; or
- 2) Whenever necessary to change service delivery or revenue distribution arrangements; or
- 3) Whenever necessary due to changes in revenue distribution arrangements (e.g., changes to LOST distribution among the county and its municipalities); or
- 4) In the event of the creation, abolition or consolidation of local governments (or when a City currently located outside of the county annexes property in the county for the first time); or

Honorable Jerry Shearin
Page 2
January 20, 2005

- 5) When the existing service delivery strategy agreement expires; or
- 6) Whenever the county and affected municipalities agree to revise the strategy.

Please also remember that state agencies, as required by law, cannot provide state administered financial assistance, grants, loans, or permits to local projects that are directly inconsistent with the strategy. By agreeing to service areas and service providers, local governments are defining where (and to whom) state capital investment will be provided within the county. Therefore, prior to seeking future state grant, loan or permit assistance for local service improvements, you should continue to ensure that such requests for assistance are consistent with the locally agreed upon Service Delivery Strategy.

Should you have any questions or need further clarification about this revision to the Strategy, please give Elizabeth Smith of my staff a call at (404) 679-0666.

MB/mhs

cc: Billy Beckett, Executive Director
Coosa Valley RDC