

P.O. Box 1720 Gainesville, Georgia 30503 Phone (770) 538-2626 FAX (770) 538-2625

October 14, 1999

Mr. Rick Brooks, Director Planning & Environmental Management Division Georgia Department of Community Affairs 60 Executive Park South, NE Atlanta, GA 30329-2231

Re: Towns County H.B. 489 Service Delivery Strategy

Dear Rick:

Please find herein submitted the Towns County H.B. 489 Service Delivery Strategy document for purposes of review and approval by the Georgia Department of Community Affairs. Should you have any questions or wish revisions of this document, please advise at your earliest convenience.

Thank you very much for your assistance in this matter. I look forward to hearing from you within the near future.

Sincerely,

Larry Glasco Executive Director

LG/ls Enclosures



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P.O. Box 1720 Gainesville, Georgia 30503 Phone (770) 538-2626 FAX (770) 538-2625

October 29, 1999

Mr. Kevin Debose Georgia Department of Community Affairs 60 Executive Park South, NE Atlanta, GA 30329-2239

Re: Towns County HB 489 Service Delivery Strategy Document Amendments

Dear Kevin:

Please find attached the hard copy revisions of the above caption subject. These documents should be incorporated in the original Towns County SDS package as replacements of those which were deficient.

Again, many thanks to you and Will and other DCA staff who participated in this process.

Sincerely,

Ben J. Hulsey Deputy Executive Director

BJH/pl

Attachment



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P.O. Box 1720 Gainesville, Georgia 30503 Phone (770) 538-2626 FAX (770) 538-2625

October 28, 1999

Mr. Kevin Debose Georgia Department of Community Affairs 60 Executive Park South, NE Atlanta, GA 30329-2231

Attn: Mr. Will Sheahan

Re: Towns County HB489 Service Delivery Strategy Document Amendments

Dear Kevin:

This it to certify that I have personally contacted and obtained approval and agreement from the following individuals as to the recent amendments initiated to the original Towns County HB489 SDS document which was earlier submitted to Georgia Department of Community Affairs.

Jack Dayton, Sole Commissioner Barbara Mathis, Mayor Carless Sampson, Mayor Towns County Hiawassee Young Harris

Thank you for your assistance in this matter and also, please immediately contact me should you require additional information regarding this project.

Sincerely,

Ben

Ben J. Hulsey Deputy Executive Director

Georgia Mountains Regional Development Center

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TOWN S COUNTY H.B. 489 SERVICE DELIVERY STRATEGY

Cities of Hiawassee & Young Harris

October, 1999



48 River Street Suite B Hiawassee, Georgia 30546

> Towns County Courthouse Hiawassee, Georgia

(706) 896-2276 FAX (706) 896-1772

May 14, 1999

Mr. Jim Higdon, Commissioner Georgia Department of Community Affairs 60 Executive Park South, NE Atlanta, GA 30329-2231

> Re: H.B. 489 Extension Notice

Dear Jim:

Please be advised that Towns County and its municipalities, Hiawassee (county seat) and Young Harris, plan to exercise the option of a 120 day extension beyond July 1, 1999 in regard to H.B. 489. This, in effect, would set our new date for compliance at October 29, 1999.

Our objective in achieving the requirements of H.B. 489 in a timely fashion remain at a level of high priority. The time extension is to provide a safety valve factor for any unforeseen contingencies.

Please advise should you have any questions regarding this notification.

We very much appreciate the ongoing assistance which your agency provides to our communities.

ack Dayton, County Sole Commissioner Towns

Barbara Mathis, Mayor, City of Hiawassee

arless barpson

Carless Sampson, Mayor, City of Young Harris

LOCAL GOVERNMENTS AND ELECTED OFFICIALS

TOWNS COUNTY SERVICE DELIVERY STRATEGY

COUNTY & CITY OFFICIALS

TOWNS COUNTY

Jack Dayton Sole Commissioner Towns County Commission 48 River Street, Suite B Hiawassee, GA 30546

HIAWASSEE

Barbara Mathis Mayor City of Hiawassee P.O. Box 549 Hiawassee, GA 30546

City Council:

Hugh Hoodenpyle Annie Johnson Betty Bowers Glynn Thurman Ernie Dowdy

YOUNG HARRIS

Carless Sampson Mayor City of Young Harris P.O. Box 122 Young Harris, GA 30582

City Council:

Hazel Nichols Jennifer Mulkey Beth Palmour Davis Palmour Matthew Miller William Ross

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS



TOWNS

PAGE 1

I. GENERAL INSTRUCTIONS

- 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.
- 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:

FOR

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.

COUNTY

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.

Towns County City of Hiawassee City of Young Harris

Towns County Water & Sewer Auth.

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.

Animal Control **Board of Equalization Chamber of Commerce** City Court Clean and Beautiful Clerk of Court Coroner DFACS (Social Services) E-911 Economic Development Elections Emergency Management **Emergency Medical Services** Extension Service Fire Protection Jail Jury

Law Enforcement Library Magistrate Court Maintenance Shop Planning & Zoning **Probate Court** Public Defender (Indigent Defense) Public Health/Mental Health **Public Works** Recreation Road Maintenance/Construction Senior Center Sewer Service Solid Waste Management Superior Court Tax Assessment/Collection Water Service

	GEORGI	A DEPARTMENT OF COMMUNITY AFFAIRS	
	SE	RVICE DELIVERY STRATEGY	
	FOR	TOWNS COUNTY	PAGE
	I. GENERAL INSTRUCTIONS		FAGE
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	5. Complete one copy of the Summary of La		
222	6. Have the Certifications form (name 4) si-		
	that DCA cannot validate the strategy unl	ned by the authorized representatives of participating ocal governmess it is signed by the local governments required haw (see Instru-	ents. Please note ctions, page 4).
	7. Mail the completed forms along with any		
	Georgia Department of Commun	ity Affairs	
	60 Executive Park South, N.F.		
	Atlanta, Georgia 30329	Fe and its to most frequently asked quests org a Service Delivery Act, links and h	ions on
		A puolications, visit DCA's website at	
Test P		w dca.servicedelivery.org, or call the Off ordinated Planning at (404) 679-3114.	fice of
		a (107) 0/3-5114.	
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	Note: Any future changes to the service deliver	arrangemen der ibed on these forms will require an official	
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100	City of Young Har		
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	each service listed here, a separate Summary of Serv Deliv	very Arrangements form (page 2) must be completed.	
	Animal Control	Law Enforcement V	
	Board of Equalization	Library V	
	Chamber of Commer	Magistrate Court	17
	City Court	Maintenance Shop	
2	Clean and Beautif	Planning & Zoning	
	Clerk of Court	Probate Court	2 ¹
	Coroner		
	DFACS (Soci Services)	Public Defender (Indigent Defense) Public Health/Mental Health	
	E-911	Public Works	
	Economic evelopment	Recreation \checkmark	
	Election		
1	Emerg by Management	Road Maintenance/Construction Senior Center	
	Emer ncy Medical Services	Sewer Service	
1	Ext fon Service		
	Fig Protection	Solid Waste Management	1
	J	Superior Court	1
	Jury V	Tax Assessment/Collection	
		Water Service	

	Instructions:	SUMMAR	SERVICE DELIVE RY OF SERVICE DELI	VERY ARRANGEN	IENTS	PAG
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County:	Town		Service:	Animal	Control	
1. Check the l	box that best des	cribes the agreed	d upon delivery arrangeme	at for this service:		
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6						FOOR
What other m	echanisms (if ar ly, rate or fee ch	iy) will be used to anges, etc.), and	to implement the strategy f when will they take effect	or this service (e.g., or ?	dinances, resolutio	ons, local acts of the
County Person comple	sting form:	nces and Jack Da				
County Person comple ne number:	eting form: 706-896	Jack Da	ayton Date completed:	05/16/99		

TOWNS COUNTY/HIAWASSEE/YOUNG HARRIS ANIMAL CONTROL SERVICE DELIVERY STRATEGY

Towns and Union Counties jointly operate the Union County Humane Society Animal Shelter which is located in Union County.

Union County has an ongoing Animal Control Program enforced by an animal control officer. Towns County does not operate an Animal Control Program.

The delivery of Animal Control service within Towns/Union County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of Towns/Union County to continue the existing Animal Control service delivery until such time as the participants shall agree upon an enhanced service delivery.

PAGE 2	

Instructions:			ERY ARRANGEMEN	
Make copies of th Answer each questi should be reported to	is form and complete or on below, attaching additi to the Department of Com	ne for each service listed on onal pages as necessary. If the munity Affairs.	a page 1, Section III. Use exe e contact person for this service	actly the same service names listed on page 1 e (listed at the bottom of the page) changes, thi
County: Towns		Service:	Board of E	auglization
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ocal Government or Authority: F	unding Method:			1
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SDS		Jack Daytor	L	1999-2004
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State Law and (County Ord	inance		
Person completing form:	Jack Da	yton	5	
none number:		Date completed:(5/16/99	
Is this the person who should the consistent with the service del	e contacted by state			

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS BOARD OF EQUALIZATION SERVICE DELIVERY STRATEGY

Board of Equalization services are funded and provided for the citizens and property owners of Towns County exclusively by the government of Towns County.

The delivery of Board of Equalization services within Towns County, as they are currently being implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing Board of Equalization service delivery until such time as the participants shall agree upon an enhanced service delivery.

Instructions:

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

PAGE 2

 1. Check the box that best describes the agreed upon delivery arrangen Service will be provided countywide (i.e., including all cities and is checked, identify the government, authority or organization providing the government, authority or organization providing the identify the government, authority or organization providing the information of the identify the government, authority or organization providing the information of the identify the government, authority or organization providing the government on more cities will provide this service only within their inconunincorporated areas. (If this box is checked, identify the government information of the identify the government.) One or more cities will provide this service only within their inconunincorporated areas. (If this box is checked, identify the government is checked, identify the government.) Other. (If this box is checked, attach a legible map delineating of government, authority, or other organization that will provide service Towns County - implemented count.) In developing the strategy, were overlapping service areas, unnecess is yes in the service (See O C G A 36.70.24(1)) avariation of the provide service.) 	d unincorporated areas) by a single service provider. (If this box roviding the service.) the county by a single service provider. (If this box is checked, service.) orporated boundaries, and the service will not be provided in ment(s), authority or organization providing the service.) orporated boundaries, and the county will provide the service in ment(s), authority or organization providing the service.) the service area of each service provider, and identify the vice within each service area.) tywide sary competition and/or duplication of this service identified?
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or competition cannot be eliminated).	ation for continuing the arrangement (i.e., overlapping but ts of the duplication, or reasons that overlapping service areas
If these conditions will be eliminated under the strategy, attach an imp taken to eliminate them, the responsible party and the agreed upon dead	plementation schedule listing each step or action that will be dline for completing it.
3. List each government or authority that will help to pay for this servic funds, user fees, general funds, special service district revenues, hotel/n	ce and indicate how the service will be funded (e.g., enterprise motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)
Towns Co. General Fund	
	orted by hotel/motel tax.
Chamber is housed	the facility in which the
to the Chamber.	and leases this building
	ng and/or funding this service within the county?

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contracting Parties: Effective and Ending Data

		Effective and Ending Dates:
Chamber of Comm. SDS	Jack Dayton	1999-2004
the second se		

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 Rule

7. Person completing form: Phone number: 706-896-2276

Jack Dayton _____ Date completed: _____05/16/99

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

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS CHAMBER OF COMMERCE SERVICE DELIVERY STRATEGY

This service is provided in Towns County on a county wide basis by the county and by the City of Hiawassee. Funding is derived from the county general fund and from the city by way of hotel/motel tax. Towns County owns the facility in which the Chamber is located and leases this structure to the Chamber.

The Chamber of Commerce provides support services to the communities for economic development, including tourism, industry recruitment and retention and public relations.

It is agreed that the delivery of Chamber services within Towns County, as they are currently being implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing Chamber service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY NTS

Colorado		SUMMARY OF S	ERVICE DELIVE		GEMENTS PAGE 2
	Instructions: Make copies of th Answer each quest should be reported	ais form and complete one for ion below, attaching additional p to the Department of Communit	each service listed on ages as necessary. If the y Affairs.	page 1, Section contact person fo	III. Use exactly the same service names listed on page 1. or this service (listed at the bottom of the page) changes, this
County:	Towns	County	Service:	City	Court
1. Check the	box that best des	cribes the agreed upon de	livery arrangement	for this service	e:
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	assee	General Fi	ind		
IIIaw	<u>assec</u>	General I			
				*	

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

The previous arrangement has been successful and is continuing to be pursued under this strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: **Contracting Parties:** Effective and Ending Dates:

a Mathis 1999	-2004

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?

City Charter and Municipal Ordinance

Phone number:

Jack Dayton

7. Person completing form: 05/14/99 706-896-2276 Date completed:

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? Xyes no If not, provide designated contact person(s) and phone number(s) below:

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS CITY COURT SERVICE DELIVERY STRATEGY

The City Court services in Towns County are provided within the incorporated jurisdiction of Hiawassee only and funding is provided exclusively by the City of Hiawassee. Towns County does not participate in this service which is delegated to the providing municipal government.

It is agreed that the delivery of City Court service, within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing City Court service delivery until such time as the participants shall agree upon an enhanced service delivery.

			VICE DELIVERY STRATEGY	A STATE OF
		SUMMARY O	OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
	Answer each questio	s form and complete or on below, attaching addition the Department of Comm	ne for each service listed on page 1, Section III. Use exactly the st ional pages as necessary. If the contact person for this service (listed at ununity Affairs.	ame service names listed on page 1. the bottom of the page) changes, this
county:	Towns		Service: <u>Clean & Beautifu</u>	1
. Check the	box that best desc	ribes the agreed upo	on delivery arrangement for this service:	
			cluding all cities and unincorporated areas) by a single se y or organization providing the service.) TOWNS	rvice provider. (If this box County
			porated portion of the county by a single service provider ration providing the service.)	. (If this box is checked,
			only within their incorporated boundaries, and the service identify the government(s), authority or organization pro	
			only within their incorporated boundaries, and the county , identify the government(s), authority or organization pre	
			le map delineating the service area of each service pro that will provide service within each service area.)	ovider, and identify the
2. In develop		were overlapping se	ervice areas, unnecessary competition and/or duplication (of this service identified?
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8. Is this the person who should be contacted by state agencies when evaluating whether propos are consistent with the service delivery strategy? Xyes no If not, provide designated contact person(s) and phone number(s) below:

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS CLEAN AND BEAUTIFUL SERVICE DELIVERY STRATEGY

Towns County totally funds and provides countywide Clean and Beautiful for the entirety of Towns County. This is funded out of the general fund and is often supplemented by volunteers and inmate labor activities. A major element of this effort is the Annual Community-wide Spring Clean Up Project.

The delivery of Clean and Beautiful Services within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of Towns County to continue the existing service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

		SUMMARY (of Service Dell	VERY ARRANGEN	AENTS	PAGE 2
	Answer each question		ional pages as necessary. If		Jse exactly the same service service (listed at the bottom	
County:	Towns		Service:	Clerk of	the Court	
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5. List any fo	ormal service deliv	very agreements or		tracts that will be use	ed to implement the stra	tegy for this service:
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	mpleting form: 706-89	Jack D 6-2276		05/14/00		
Phone numb			Date completed:			
are consister	t with the service	delivery strategy?			posed local governmen	t projects

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS CLERK OF THE COURT SERVICE DELIVERY STRATEGY

The Clerk of Court services are provided county-wide by Towns County. The operational, personnel and housing costs are covered by Towns County. The service is available to all county residents both in incorporated municipal governments and unincorporated Towns County.

The delivery of Clerk of Court service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing Clerk of Court service delivery until such time as the participants shall agree upon an enhanced service delivery.

	Answer each question	is form and complete (tional pages as necessary. If the co	ge 1, Section III. Use exact	PAGE 2 by the same service names listed on page isted at the bottom of the page) changes, th
ounty:	Towns		Service:	Coroner	
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS CORONER SERVICE SERVICE DELIVERY STRATEGY

Coroner service is provided throughout the county by support funding and authority of Towns County. This service receives financial support from the county general fund and serves the entire county jurisdiction.

The delivery of coroner service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing coroner service delivery until such time as the participants shall agree upon an enhanced service delivery.

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

Service: Dept. of Family & Children Serv.

Instructions:

Towns

County:

PAGE 2

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		ated portion of the county by a single service.)	vice provider. (If this box is checked,
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS DEPT. OF FAMILY & CHILDREN SERVICES SERVICE DELIVERY STRATEGY

Department of Family and Children Services are operated, housed and funded under a state program with financial support from the county. A variety of services under this program are provided to the poor, homeless and needy residents of Towns County.

The delivery of Family and Children services within Towns County, as they are currently being implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing Family and Children service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

		SUMMARY O	F SERVICE DELIVERY	ARRANGEMENTS	PAGE 2
	Answer each question	s form and complete or in below, attaching addition the Department of Com	onal pages as necessary. If the cont	e 1, Section III. Use exactly the sa act person for this service (listed at t	me service names listed on page 1 he bottom of the page) changes, this
County:	Towns		Service:	E-911	
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		tion & Stat			
7 Person co	moleting form:	Jack D	ayton		

7. Person completing form: Jac Phone number: 706-896-2276 05/14/99 __ Date completed: __ 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? 🕅 yes 🗌 no If not, provide designated contact person(s) and phone number(s) below:

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS E-911 SERVICE DELIVERY STRATEGY

This program is operated by Towns County by the Towns County Commissioner and is funded from the county general fund in addition to \$1.50 per telephone subscriber. The E-911 operation is currently situated in the Towns/Union County Jail. The service will soon be located to a facility in Towns County on Fuller Circle and south of US #76 Highway.

Currently, the E-911 service for Union and Towns Counties is combined and operated jointly at the Towns/Union Jail Facility with each county contributing financially. Over the years, the jail population and staff has grown extensively, thus imposing upon the E-911 operational facilities. The immediate, most expeditious cost effective remedy is for each county to have its own structured E-911 operation within its respective county. This service serves the incorporated and unincorporated areas of Towns County.

The delivery of E-911 service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing E-911 service delivery until such time as the participants shall agree upon an enhanced service delivery.

AR 1145494	Instructions:			NEW YORK			
	Make coples of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, th should be reported to the Department of Community Affairs.						
ounty:	Towns		Service:	Economic	Development		
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS ECONOMIC DEVELOPMENT SERVICE DELIVERY STRATEGY

Economic development is conducted county-wide by Towns County and by financial participation of the City of Hiawassee. These activities are conducted through the Towns County Building Authority, Towns County Industrial Development Authority, Towns County Water and Sewer Authority, Towns County Chamber of Commerce, the Cities of Hiawassee and Young Harris, and the Joint Development Authority of Towns, Union and Fannin Counties. Primarily, the Development Authority and the Chamber of Commerce carry the weight of responsibilities concerning this matter.

The delivery of economic development service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing economic development service delivery until such time as the participants shall agree upon an enhanced service delivery.

PAGE 2

	Answer each questio		al pages as necessary. If the		same service names listed on page 1. t the bottom of the page) changes, this
County:	Towns		Service:	Elections	
1. Check the	box that best desc	ribes the agreed upon	delivery arrangement f	or this service:	
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are consisten	t with the service	d be contacted by sta delivery strategy? [act person(s) and pho	🗙 yes 🔲 no	ating whether proposed local g	overnment projects
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS ELECTIONS SERVICE DELIVERY STRATEGY

Elections are conducted by and at the expense of Towns County for all county-wide, state and federal elections. Elections within the municipalities of Hiawassee and Young Harris are conducted and funded by these respective units of government, and particularly address those issues of municipal concern.

The delivery of election service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing service delivery until such time as the participants shall agree upon an enhanced service delivery.

PAGE 2

	Towns	County	Service:	Emergency Mar	agement
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS EMERGENCY MANAGEMENT SERVICE DELIVERY STRATEGY

Emergency management activities are conducted and funded exclusively by Towns County throughout the total Towns County jurisdiction, which includes all municipalities. Funding is derived from the county general fund.

The delivery of emergency management service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing emergency management service delivery until such time as the participants shall agree upon an enhanced service delivery.



Instructions:

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

PAGE 2

County:	Towns	Service:	Emergency	Medical	Services
1. Check the	box that best describes the agreed upo	on delivery arrangem	ent for this service:		
	will be provided countywide (i.e., inceed, identify the government, authorit			by a single ser Towns	vice provider. (If this box County
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4. How will	the strategy change the previous arra	ngements for providi	ng and/or funding this	service within	the county?
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5. List any f Agreement Na	ormal service delivery agreements or	intergovernmental co Contracting Parties:	ontracts that will be us	ed to implemen	nt the strategy for this service: Effective and Ending Dates:
		Jack Da	vton		1999-2004
Emer	ency Medical SDS	Juach Da	<u>y ton</u>		1000-2004

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 Ordinance and Private Commitment.

7. Person completing f	orm: Jack	Dayton	
	06-896-2276	Date completed:	05/14/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Xyes no If not, provide designated contact person(s) and phone number(s) below:
TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS EMERGENCY MEDICAL SERVICE SERVICE DELIVERY STRATEGY

Towns County funds and provides total emergency medical service for the unincorporated area of the county and the municipalities of Hiawassee and Young Harris. Towns County maintains one emergency medical facility which is located on Fuller Circle, west of Hiawassee off Highway 76, and all services are provided from this site.

The delivery of emergency medical service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing emergency medical service delivery until such time as the participants shall agree upon an enhanced service delivery.

PAGE 2

		SUMMARY C	OF SERVICE DELIV	ERY ARRANGEM	ENTS	PAGE 2
	Answer each question	form and complete o n below, attaching additi the Department of Com	ional pages as necessary. If i	on page 1, Section III. Use the contact person for this se	e exactly the same ser rvice (listed at the bott	vice names listed on page 1. tom of the page) changes, this
County:	Towns Con	unty	Service:	Extension	Service	
1. Check the l	box that best desci	ribes the agreed upo	on delivery arrangemen	t for this service:		
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Phone number		6-2276	Date completed:	05/14/99	sed local severa	ent projects
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TOWNS COUNTY/HIAWASSEE/YOUNG HARRIS EXTENSION SERVICE SERVICE DELIVERY STRATEGY

Funding for the Extension Service Office within Towns County is provided by three sources, Towns County, Towns County Board of Education and the University of Georgia. The offices are located in the basement of the Senior Citizens Building, adjacent to the Towns County Courthouse property. Extension Services are provided uniformly on a county-wide basis to all citizens who wish to access them.

The delivery of Extension Service Services within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of Towns County to continue the existing service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

A10 10			RVICE DELIVER			
	Instructions:	SUMMARY	OF SERVICE DELI	VERY AR	RANGEMENTS	PAGE 2
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Phone numbe		<u> 96-2276</u>	Date completed:		5/14/99	
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS FIRE PROTECTION SERVICE DELIVERY STRATEGY

Fire protection is conducted and funded by Towns County in the unincorporated and the incorporated areas of this community. This is a volunteer department consisting of five strategically located and equipped stations throughout the county. Whenever a serious emergency arises regarding a fire or other emergency circumstance, one or more fire stations respond and cooperate with one another to reduce the danger and bring the critical circumstance to a successful resolution.

The delivery of fire protection service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing fire protection service delivery until such time as the participants shall agree upon an enhanced service delivery.

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	Answer each question	form and complete n below, attaching addi the Department of Co	itional pages as necessary. If the co	ige 1, Section III. Use exactly the interference of the service (listed	e same service names listed on pag d at the bottom of the page) changes,
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	s Co.		al Fund		
Hiawa	assee	Gener	al Fund	· ·	
- 2					
	I the strategy chang	e the previous arra	angements for providing and	Vor funding this service wit	
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The to tl . List any :	formal service deliv	ration and	fect the existin lits use. intergovernmental contract: Contracting Parties:	ng procedure r	elating
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The to t List any Agreement N Town	formal service deliv	ration and ery agreements or oint	fect the existin lits use. intergovernmental contract: Contracting Parties:	ng procedure r	elating nent the strategy for this serv Effective and Ending Dates:
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS JAIL SERVICE DELIVERY STRATEGY

Towns County and Union County operate, maintain and fund via each's respective general fund the Towns/Union County jail facility. The Cities of Hiawassee and Young Harris do not operate lockup facilities. The county facility will typically hold prisoners who are awaiting trial, presentenced or who have been sentenced to state institutions. City prisoners are currently held in the joint jail facility with the City being charged a daily holding fee.

The delivery of jail service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing jail service elivery until such time as the participants shall agree upon an enhanced service delivery.

		SER	VICE DELIVERY	STRATEGY	
		SUMMARY O	OF SERVICE DELIVE	CRY ARRANGEMENTS	PAGE 2
	Answer each question	form and complete o a below, attaching addit the Department of Con	ional pages as necessary. If the	page 1, Section III. Use exactly the same contact person for this service (listed at the l	service names listed on page 1. pottom of the page) changes, this
County:	Towns	1. 2. 2. 4.	Service:	Jury	
1. Check the	box that best desci	ibes the agreed up	on delivery arrangement	for this service:	
			cluding all cities and uni ty or organization provid	ncorporated areas) by a single service ing the service.) Towns Co	
			porated portion of the co zation providing the serv	unty by a single service provider. (If ice.)	this box is checked,
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				rated boundaries, and the county wil t(s), authority or organization provid	
				service area of each service provid within each service area.)	ler, and identify the
2. In develop		vere overlapping se	ervice areas, unnecessary	competition and/or duplication of th	nis service identified?
higher levels		C.G.A. 36-70-24(1		a for continuing the arrangement the duplication, or reasons that ove	
taken to elim	inate them, the res	ponsible party and	the agreed upon deadlin		
funds, user f	ces, general funds,	hority that will help , special service dis Funding Method:	p to pay for this service a strict revenues, hotel/mot	nd indicate how the service will be el taxes, franchise taxes, impact fees	funded (e.g., enterprise ;, bonded indebtedness, etc
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5. List any fo Agreement Nar		ery agreements or	intergovernmental contra Contracting Parties:	acts that will be used to implement the Effective Effect	ne strategy for this service: ective and Ending Dates:
Jury	SDS		Jack Davt		1999-2004
			implement the strategy when will they take effect	for this service (e.g., ordinances, res :t?	olutions, local acts of the
Local	Legislatio	on and Sta	ate Law.		
7 D	mulatica fa	Jack Da	ayton		
7. Person co Phone numb	mpleting form: er: <u>706-89</u>		Date completed:	05/14/99	
8. Is this the are consisten	person who shoul at with the service	d be contacted by s delivery strategy?	state agencies when evalu	nating whether proposed local gover	nment projects

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

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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS JURY SERVICE DELIVERY STRATEGY

Towns County provides jury service, its administration, housing and funding for the Towns County Superior Court. This service is available to all qualifying citizens of Towns County. This service approach has proven effective and efficient and its continuance is supported by all county communities.

The delivery of jury service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing jury service delivery until such time as the participants shall agree upon an enhanced service delivery.



Instructions:

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

PAGE 2

County: Towns	Service: Law E	nforcement
1. Check the box that best describes the agreed up	on delivery arrangement for this service	:
Service will be provided countywide (i.e., in is checked, identify the government, authori		
Service will be provided only in the unincor identify the government, authority or organi		e service provider. (If this box is checked,
One or more cities will provide this service unincorporated areas. (If this box is checked	only within their incorporated boundarie I, identify the government(s), authority o	es, and the service will not be provided in or organization providing the service.)
X One or more cities will provide this service unincorporated areas. (If this box is checked	l, identify the government(s), authority of	es, and the county will provide the service in or organization providing the service.)
Towns County, Hiawass		
Other. (If this box is checked, attach a legil government, authority, or other organization		
 In developing the strategy, were overlapping so yes X no 	ervice areas, unnecessary competition ar	nd/or duplication of this service identified?
If these conditions will continue under the strateg higher levels of service (See O.C.G.A. 36-70-24(or competition cannot be eliminated).		
If these conditions will be eliminated under the st taken to eliminate them, the responsible party and		
3. List each government or authority that will hel funds, user fees, general funds, special service di	p to pay for this service and indicate how strict revenues, hotel/motel taxes, franch	w the service will be funded (e.g., enterprise ise taxes, impact fees, bonded indebtedness, etc.)
Local Government or Authority: Funding Method:		
Towns Co.GeneralHiawasseeGeneral		
Hiawassee General	<u>runa</u>	
4. How will the strategy change the previous arra There will not be any cl strategy formally adopte	nange; there will be a	an agreed upon
5. List any formal service delivery agreements or Agreement Name:	intergovernmental contracts that will be Contracting Parties:	used to implement the strategy for this service: Effective and Ending Dates:
Law Enforcement SDS	Jack Dayton	1999-2004

6. What other mechanisms (if any) will be used t General Assembly, rate or fee changes, etc.), and Local Rules and State La	when will they take effect?	(e.g., ordinances, resolutions, local acts of the
7. Person completing form: Jack I Phone number: 706-896-2276	Dayton Date completed: 05/14/9	9

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? A yes no If not, provide designated contact person(s) and phone number(s) below:

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS LAW ENFORCEMENT SERVICE DELIVERY STRATEGY

Law enforcement is conducted and financed by Towns County throughout all areas of the county. The county responds in the municipalities when needed, typically under emergency circumstances and the municipalities likewise reciprocate. Otherwise, the City of Hiawassee totally funds and conducts law enforcement within its geographic jurisdiction. Young Harris does not provide law enforcement services; however, Young Harris College does have a two member law enforcement staff.

The delivery of law enforcement service within Towns County, as currently being implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing law enforcement service delivery until such time as the participants shall agree upon an enhanced service delivery.

Instructions:

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

PAGE 2

County:	Towns		Service:	Library
1. Check the	box that best de	scribes the agreed upon o	delivery arrangement f	or this service:
Service is chec	e will be provide ked, identify the	d countywide (i.e., inclue government, authority o	ding all cities and unin r organization providin	corporated areas) by a single service provider. (If this box ng the service.) Towns County
		d only in the unincorpora t, authority or organization		nty by a single service provider. (If this box is checked, se.)
				ated boundaries, and the service will not be provided in (s), authority or organization providing the service.)
				ated boundaries, and the county will provide the service in (s), authority or organization providing the service.)
				ervice area of each service provider, and identify the within each service area.)
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funds, user	fees, general fun	ds, special service distric		d indicate how the service will be funded (e.g., enterprise I taxes, franchise taxes, impact fees, bonded indebtedness, etc.)
	ment or Authority:	Funding Method:		
Town	is Co.	General I	fund	
4. How wil	I the strategy cha	nge the previous arrange	ments for providing a	nd/or funding this service within the county?
Previ to be	ious arra pursued	ngement has l under this :	been succes strategy.	sful and is continuing
5. List any	formal service de	livery agreements or inte	ergovernmental contra	cts that will be used to implement the strategy for this service:

 Agreement Name:
 Contracting Parties:
 Effective and Ending Dates:

 Library SDS
 Jack Dayton
 1999-2004

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 Rules and Policies adopted by Board of Trustees, as well as State Guidelines.

7. Person completing form:	Jack	Dayton	
7. Person completing form: Phone number: 706-896-	2276	Date completed: _	05/14/99

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

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS LIBRARY SERVICES SERVICE DELIVERY STRATEGY

Library services within Towns County are initiated through two facilities. These are the Towns County Library, located in Young Harris, and the City of Hiawassee.

The delivery of library service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing library service delivery until such time as the participants shall agree upon an enhanced service delivery.

T	Instructions: Make copies of this i	form and complete on	te for each service listed	on page 1, Section III. Use	exactly the same service names listed on page
	Answer each question should be reported to t	below, attaching addition the Department of Comp	munity Affairs.		vice (listed at the bottom of the page) changes, t
ounty:	Towns	S Market	Service:	Magistrate	Court
. Check the	box that best descri	bes the agreed upo	on delivery arrangeme	ent for this service:	
			cluding all cities and u y or organization prov	widten the consider)	a single service provider. (If this box Fowns County
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				lementation schedule lis	sting each step or action that will be
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS MAGISTRATE COURT SERVICE DELIVERY STRATEGY

The Magistrate Court is funded totally by Towns County and its operation encompasses the total county community. The Magistrate Court offices are located within the Towns County Courthouse facility.

The delivery of Magistrate Court Services within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of Towns County to continue the existing service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

		SUMMARY O	F SERVICE DELIV	ERY ARRANGEMENTS	PAGE 2
	Instructions: Make copies of this f Answer each question i should be reported to the	elow, attaching addition	onal pages as necessary. If t	n page 1, Section III. Use exactly t he contact person for this service (liste	he same service names listed on page 1. ed at the bottom of the page) changes, this
County:	Towns		Service:	Maintenance S	Shop
. Check the	box that best describ	es the agreed upo	n delivery arrangemen	t for this service:	
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			orated portion of the c ation providing the ser	ounty by a single service provi vice.)	der. (If this box is checked,
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				e service area of each service ce within each service area.)	provider, and identify the
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			ategy, attach an imple the agreed upon deadli	mentation schedule listing ea ne for completing it.	ch step or action that will be
				and indicate how the service votel taxes, franchise taxes, imp	will be funded (e.g., enterprise act fees, bonded indebtedness, et
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Towns	Co.	Genera	al Fund		
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			······		<u> </u>
			State of the second		
How will	the strategy change	the previous arran	gements for providing	and/or funding this service wi	thin the county?
	and Sudiogy enange	ano providuo artan	Bemeine for brotheme		and the county .
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NO	change wil	l occur.			
5. List any f	ormal service delive	y agreements or is	ntergovernmental cont	racts that will be used to imple	ment the strategy for this service
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	11.82.3 - 1				
			implement the strateg when will they take eff		ces, resolutions, local acts of the
Local	l Ordinanc	es			
		Jack Day	7ton		
7. Person c Phone numi	ompleting form: 706-896	-	Date completed:	05/14/99	
are consiste	nt with the service de	livery strategy?		luating whether proposed loca	i government projects

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS MAINTENANCE SHOP SERVICE DELIVERY STRATEGY

Maintenance shop activities are provided by Towns County and funded exclusively by the County. The shop primarily provides maintenance and service to all county vehicles of all county departments. In addition, this department maintains and repairs county equipment. It also maintains a fuel service storage system which provides petroleum for all county vehicL and for municipal vehicles at county cost when requested.

The delivery of Maintenance Shop Services within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of Towns County to continue the existing service delivery until such time as the participants shall agree upon an enhanced service delivery.

101010			OF SERVICE DELIVERY	C STRATEGY ERY ARRANGEMENTS	PAGE 2				
	Instructions:								
	Answer each questio	form and complete on below, attaching addition the Department of Cor	tional pages as necessary. If th	a page 1, Section III. Use exactly the e contact person for this service (listed	at the bottom of the page) changes, this				
County:	Towns	1.0.20	Service:	Planning & Zo	oning				
1. Check the	box that best desc	ribes the agreed up	on delivery arrangement						
			ncluding all cities and uni ty or organization provid	incorporated areas) by a single ling the service.)	service provider. (If this box				
Service identify	will be provided of the government,	only in the unincor authority or organi	porated portion of the co zation providing the serv	unty by a single service provid ice.)	er. (If this box is checked,				
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				nd indicate how the service wi tel taxes, franchise taxes, impac	ll be funded (e.g., enterprise et fees, bonded indebtedness, etc.)				
Local Governme		Funding Method:							
Towns		Genera							
Hiawas	ssee Harris	Genera							
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5. List any fo Agreement Narr		ery agreements or	intergovernmental contra Contracting Parties:	acts that will be used to implem	ent the strategy for this service: Effective and Ending Dates:				
Plann	ing & Zor	ing SDS	Jack Dayto	n	1999-2004				
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General Asse	mbly, rate or fee o	changes, etc.), and	when will they take effect		es, resolutions, local acts of the				
Local	Ordinanc	e and Sta	te Law						
	mpleting form:		Dayton						
Phone number		96-2276	Date completed:	05/14/99					
are consisten	t with the service	delivery strategy?		uating whether proposed local g	government projects				

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS PLANNING & ZONING SERVICE DELIVERY STRATEGY

Towns County maintains and funds a full-time Planning Department. All three communities are "Qualified Local Governments" under the Georgia Planning Act. Only Young Harris has zoning while Towns County and Hiawassee do not at this time.

Towns County and Young Harris both have local planning commissions; however, only Young Harris has zoning regulations. Towns County enforces, within the unincorporated area, subdivision regulation, erosion and sediment control and floodplain ordinance. Young Harris has its own sediment control while Towns County provides that service for Hiawassee. All governments are in compliance with the State of Georgia Mountain Protection Act.

The delivery of planning and zoning service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing planning and zoning service delivery until such time as the participants shall agree upon an enhanced service delivery.

Colora			VICE DELIVERY			PAGE 2
	Answer each question	s form and complete o	ne for each service listed of onal pages as necessary. If th	n page 1, Section III.	Use exactly the same service name is service (listed at the bottom of the	s listed on page t.
County:	Towns		Service:	Probate	Court	
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS PROBATE COURT SERVICE DELIVERY STRATEGY

Probate Court services and the funding of same are provided by Towns County. This service is available countywide.

This service approach provides cost efficient, effective service to all county and municipal residents. It is the interest of the elected officials of Towns County, Hiawassee and Young Harris that this process of Probate Court services continue in its present form.

The delivery of probate court service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing probate court service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

12:00			OF SERVICE DELIVER		MENTS	PAGE 2
	Answer each questio	s form and complete o	ne for each service listed on pional pages as necessary. If the	page 1, Section III.	Use exactly the same se	rvice names listed on page 1
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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 no If not, provide designated contact person(s) and phone number(s) below:

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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS PUBLIC DEFENDER SERVICE DELIVERY STRATEGY

Public Defender (indigent defense) services are provided and funded by Towns County in the Superior Court arena. This service is available to all qualifying individuals who appear before the Court.

The delivery of Public Defender service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing Public Defender service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

	SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAG Instructions: Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) change should be reported to the Department of Community Affairs.							PAGE 2 names listed on page 1. (the page) changes, this
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If not, provide designated contact person(s) and phone number(s) below:

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS PUBLIC HEALTH AND MENTAL HEALTH SERVICE DELIVERY STRATEGY

Public health and mental health services are provided exclusively throughout Towns County by the Towns County government. All citizens of the county have equal access to these services. Facilities, operational, administrative and personnel costs are addressed solely by Towns County.

The delivery of public health and mental health service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing public health and mental health service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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PAGE 2

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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS PUBLIC WORKS SERVICE DELIVERY STRATEGY

Towns County fully funds the Public Works Department from its general fund. This department oversees road maintenance, landfill transfer station, county water system, and on occasions, is involved in paving city streets as needed and when sufficient county funds are available for this purpose.

The delivery of Public Works Services within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of Towns County to continue the existing service delivery until such time as the participants shall agree upon an enhanced service delivery.

	SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2							
	Instructions: Make copies of this for Answer each question be should be reported to the	low, attaching additio	nal pages as necessary. If	on page 1, Section III. Use exactly the the contact person for this service (listed	e same service names listed on page 1. at the bottom of the page) changes, this			
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	le designated contact p							

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS RECREATION SERVICE DELIVERY STRATEGY

The Towns County government operates a county-wide recreation department that provides programs and facilities to all residents of Towns County. This is funded exclusively with county general funds. This program is coordinated to include all municipalities in the county.

The City of Young Harris operates two public parks with public restrooms which it owns and maintains within the Young Harris geographic area.

The delivery of recreation service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing recreation service delivery until such time as the participants shall agree upon an enhanced service delivery.

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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS ROAD MAINTENANCE/CONSTRUCTION SERVICE DELIVERY STRATEGY

The Towns County, Hiawassee, and Young Harris Road Maintenance/Construction strategy will be to continue the pursuit and implementation of this service as it has developed within recent years. The county will construct and maintain all roadways in the unincorporated area and, on occasion, when requested and when sufficient county road funds are available, provide similar activities to the incorporated municipalities within the county. Each municipality will administer and finance its respective road construction and maintenance program.

Towns County handles all Young Harris road maintenance and road construction projects.

The road maintenance/construction delivery service in place currently demonstrates the absence of duplication and overlapping of service. The activities conducted by the county within the municipalities are insignificant when compared with overall city maintenance and construction budgets. The municipalities never have sufficient dollars to conduct even minimum road construction and maintenance needs, thus the limited county assistance is graciously received. It is the interest of the elected officials of the Towns County community to continue the existing road maintenance/construction service delivery until such time as the participants shall agree upon an enhanced service delivery.

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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS SENIOR CITIZENS SERVICE DELIVERY STRATEGY

Towns County funds and administers the Senior Citizens Program throughout the county. This program is funded by Towns County by way of its general fund. Private donations also go to the support of this important program. Legacy Link, Inc. operates the Senior Citizens Program. The county's share for 1999 is \$43,000.

The delivery of senior citizens services within Towns County, as they are currently being implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing senior citizens service delivery until such time as the participants shall agree upon an enhanced service delivery.

PAGE 2

Instructions:				
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS SEWER SERVICE SERVICE DELIVERY STRATEGY

The City of Hiawassee operates a wastewater treatment and collection system primarily inside the incorporated limits of the city but does extend into the unincorporated area. This operation, with a multi-million dollar investment, is currently under expansion and upgrade. The system, which is currently under expansion and upgrade, will soon provide adequate, safe treatment for the wastewater of this community.

The City of Young Harris provides sewage collection and treatment to the residents of that community. This service, to a limited degree, extends beyond the geographic limits of the community except to serve Brasstown Valley Resort and State Park.

The county has an established water and sewer authority. To date, there has been water service activity on the part of this authority but thus far no sewer investment or construction within the county, except for sewer service planning and preliminary engineering.

The delivery of sewer services within Towns County, as they are currently being implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing sewer service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

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	SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2							
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7. Person completing form: Jack Dayton 05/14/99 706-896-2276 Phone number: _ Date completed:

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 If not, provide designated contact person(s) and phone number(s) below:
TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS SOLID WASTE MANAGEMENT SERVICE DELIVERY STRATEGY

Monthly charges for service are billed directly to users. The fees are calculated to offset cost of collections and disposal. Towns County contracts with USA Waste for the disposal of solid waste.

The delivery of solid waste management service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing solid waste management service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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		SUMMARY	OF SERVICE DELIVE	RY ARRANGEM	ENTS	PAGE 2
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7. Person con	npleting form:	Jack D	ayton			
Phone number	r: <u>706-8</u>	96-2276	Date completed:	05/14/99		
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TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS SUPERIOR COURT SERVICE DELIVERY STRATEGY

The Superior Court services of Towns County are provided for exclusively by Towns County with financing from its general fund. All citizens of Towns County and others have access to these court services.

The delivery of Superior Court service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing Superior Court service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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Instructions:

PAGE 2

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Young	Harris	General	Fund			
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SERVICE DELIVERY STRATEGY

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(A)	SUMMARY	OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
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at and brown	Burner counter horson(s) and		

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS TAX ASSESSMENT/TAX COLLECTION SERVICE DELIVERY STRATEGY

Tax assessment for all properties throughout the county, including those in municipalities, will be conducted exclusively by the county through the county tax commissioner's office. The county tax commissioner's office will provide each municipality with a tax digest relating to the respective jurisdictions. These documents will be used to establish the basis for municipal taxes. The expense of this entire process will be funded with county resources.

The county prepares tax bills for which a charge is levied. Tax collection will be conducted by the county through the county tax commissioner's office on all properties within Towns County, including those within municipalities. The respective municipalities within the county will collect all imposed municipal taxes within this jurisdiction. Each unit of government will be responsible for the cost of its tax collection component.

The delivery of tax assessment/tax collection service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing tax assessment/tax collection service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

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Instructions:						
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🗌 yes 🕱 no						
f these conditions will continue igher levels of service (See O.C r competition cannot be elimination	C.G.A. 36-70-24(1)	, attach an)), overriding	explanation g benefits of	for continuing the duplication	g the arrangeme , or reasons that (ent (i.e., overlapping but overlapping service areas
f these conditions will be elimin						tep or action that will be
aken to eliminate them, the resp	onsible party and	the agreed up	pon deadline	for completing	; it.	
3. List each government or auth funds, user fees, general funds,	ority that will help special service dis	to pay for the trict revenues	nis service an s, hotel/mote	d indicate how I taxes, franchi	the service will se taxes, impact	be funded (e.g., enterprise fees, bonded indebtedness, e
	unding Method:					
Towns Co.	Water &					
Hiawassee	Water &					
Young Harris	Water &	Sewer	Fund			
·····						
. How will the strategy change	the previous arran	igements for	providing ar	nd/or funding th	his service within	the county?
The previous art to be pursued u to identify any o	nder this					
. List any formal service delive	ry agreements or i	ntergovernm	ental contrac	ts that will be	used to implement	nt the strategy for this service
greement Name:		Contracting Par				Effective and Ending Dates:
Water Service SE)S	Jack	Dayto	n		1999-2004
			4			
. What other mechanisms (if a	ny) will be used to	implement t	the strategy f	or this service	(e.g., ordinances,	resolutions, local acts of the
General Assembly, rate or fee cl	hanges, etc.), and v	when will the	y take effect	?		
Local Rule, Agre	ements as	s to wa	ter ser	vice are	as	

Jack Dayton 7. Person completing form: Phone number: 706-896-2276 __ Date completed: __

05/14/99

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

•.

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS WATER SERVICE SERVICE DELIVERY STRATEGY

Towns County has an established Water and Sewer Authority which has developed a limited water system with plans for more expansion but has not yet initiated any waste water construction. To date, the water infrastructure within Towns County has been implemented within and adjacent to the City of Hiawassee by the City of Hiawassee and within and adjacent to the City of Young Harris by the City of Young Harris respectively. The Authority has provided water service into the unincorporated areas of the county. Hiawassee and Young Harris provide sewer collection and treatment for their respective communities and in a few areas extend into the unincorporated county.

The delivery of water service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing water service delivery until such time as the participants shall agree upon an enhanced service delivery.

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

		SUMMARY O	OF SERVIC	E DELIVE	RY ARRANO	GEMENTS	PAGE 2
	Answer each question	is form and complete of on below, attaching addit o the Department of Con	tional pages as ne	ecessary. If the	page 1, Section 1 contact person for	III. Use exactly the satisfies the service (listed at	ame service names listed on page 1. the bottom of the page) changes, this
County:	Towns		S	ervice:	Water	Services	
1. Check the	box that best desc	ribes the agreed up	on delivery a	rrangement i	for this service		
Service is check	will be provided ted, identify the g	countywide (i.e., in overnment, authorit	cluding all ci ty or organiza	ties and unir ation providi	ncorporated are ng the service.	eas) by a single se)	rvice provider. (If this box
identify	the government,	authority or organiz	zation providi	ing the servi	ce.)		will not be provided in
unincor	porated areas. (If	this box is checked	, identify the	government	(s), authority o	r organizati / pro	oviding the service.)
unincor	porated areas. (If	this box is checked,	, identify the	government	(s), authority o	r or mization pro	will provide the service in oviding the service.)
	nent, authority, or ns Co. Wa	r other organization ater & Sew	that will prover Aut	hon ty,	within each each each each each each each each	rvice area.) see Water	wider, and identify the
Autr 2. In develop Xyes	IOPITY, YC ing the strategy,] no	were overlapping se	S Water ervice areas, u	annec ssary	mp dion an	hority d/or duplication o	of this service identified?
If these condi higher levels or competitio	tions will continu of service (See O n cannot be elimi	e under the strategy .C.G.A. 36-70-24(1 nated).	y, attach an)), overriging	ana lon	continuin e duplication	g the arrangeme a, or reasons that (nt (i.e., overlapping but overlapping service areas
taken to elimi	nate them, the re-	sponsible party and	the agreed w	dea nne	for completing	g it.	tep or action that will be
funds, user fo	es, general funds	, special service dis	trict reques	lis se vice ar s, h .el/mote	nd indicate how I taxes, franch	v the service will ise taxes, impact i	be funded (e.g., enterprise fees, bonded indebtedness, etc.)
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Young	Harris	Nater	Dew er				
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contir	iue to be	pursued ounty to	mder t	his str	ateov w	ith advan	ce
5. List any fo Agreement Nam		ery agreemen or i	intergovernme Contracting Part		ets that will be		t the strategy for this service: Effective and Ending Dates:
Water	Service	SDS	Jack	Dayto	n		1999-2004
 	*						
General Asse	mbly, rate or fee	chan es, etc.), and v	when will the	y take effect	?		resolutions, local acts of the
Local	Rule, Ag	rrements a	as to wa	ater se	ervice ai	eas	
7. Person cor Phone numbe	npleting form: r:706-891	Jack Day 5-2276	ton Date com	pleted:	05/14/9	99	-
8. Is this the are consistent	person who shoul with the service	d be contacted by sidelivery strategy? act person(s) and ph	tate agencies	when evaluano			- /ernment projects

TOWNS COUNTY, HIAWASSEE, YOUNG HARRIS WATER SERVICE SERVICE DELIVERY STRATEGY

Towns County has an established Water and Sewer Authority which has developed a limited water system with plans for more expansion but has not yet initiated any waste water construction. To date, the water infrastructure within Towns County has been implemented within and adjacent to the City of Hiawassee by the City of Hiawassee and within and adjacent to the City of Young Harris by the City of Young Harris respectively. The Authority has provided water service into the unincorporated areas of the county. Hiawassee and Young Harris provide sewer collection and treatment for their respective communities and in a few areas extend into the unincorporated county. The responding governments agree that water service to the remaining unincorporated area of Towns County must be further refined and immediately agreed upon by the service providers.

The delivery of water service within Towns County, as currently implemented, is effective and efficient and does not result in any duplication or overlapping of services. It is the interest of the elected officials of the Towns County community to continue the existing water service delivery until such time as the participants shall agree upon an enhanced service delivery.



City of Hiawassee Resolution No. 005

Towns County Water & Sewer Authority Resolution No. Adopted: **S** /23 /99

> CITY OF HIAWASSEE & TOWNS COUNTY WATER & SEWER AUTHORITY

JOINT RESOLUTION

PROVIDING FOR WATER SERVICES, COMPREHENSIVE MANAGEMENT AGREEMENT BETWEEN CITY & COUNTY FOR WATER SERVICES

I. WATER SYSTEM, COMPREHENSIVE MANAGEMENT AGREEMENT.

The parties hereto acknowledge that contemporaneously with the execution of this Joint Resolution that the City of Hiawassee ("Hiawassee" or "City") and the Towns County Water & Sewer Authority ("Authority") have executed and are in agreement as to Service Delivery Areas ("SDAs") for Water and Sewer Services as required by state law.

In reviewing and reaching agreement at to the SDAs, the parties hereto have concluded and are in agreement that the existing Water System, Comprehensive Management Agreement between the parties is inadequate to meet the current and future demands of the citizens of Towns County, Georgia. Therefore, there exists the immediate need for an engineering review of the Hiawassee and Authority water systems and finished water production capacity and development of a new Water System, Comprehensive Management Agreement ("Agreement").

The City and the Authority do hereby agree that at a minimum the following issues of concern shall be addressed in this review and in a new Management Agreement: finished water capacity; water plant operations; water leakage; water delivery systems; plant expansion; costs of water production; water allocation ratios; and costs of and financial contributions for finished water and expansion costs.

THEREFORE, Hiawassee and the Authority do hereby adopt, resolve and authorize the following actions; and do hereby direct and empower the representatives, employee and agents of each party to take all appropriate steps and execute all necessary documents and/or legal instruments to carry out the intent of this Joint Resolution:

- The parties hereto will immediately establish a Joint Water System Comprehensive Management Committee ("Committee"). The Committee shall consist of two (2) members of the Hiawassee City Council two (2) members of the Authority;
- 2) The Committee shall immediately develop a joint list of review items related to the concerns addressed by this resolution and any additional concerns expressed by the City and the Authority by and thought its representatives to the Committee;

- 3) The Committee shall then submit the List of Review Items to the City and Authority Engineers who shall report back to the Committee their joint findings and joint recommendations, and their recommendation for a draft Water System, Comprehensive Management Agreement based on their findings;
- 4) The Committee shall then vote on a proposed Water System, Comprehensive Management Agreement; which Agreement will then be submitted to the City and the Authority for Approval or Rejection without amendment;
- 5) This process shall not exceed six (6) months from the date of adoption of this Joint Resolution by both parties ("report deadline"). This deadline may be extended by joint resolution of the City and the Authority;
- 6) In the event that the report deadline is not met or extended by joint resolution, the City and the County shall submit all issues developed by the Committee and the reports, findings and recommendations of the Engineers to binding mediation for the purpose of developing a Water System, Comprehensive Management Agreement. The Mediator shall be one approved by both the City and the Authority; or in the event of no agreement, the Mediation shall be one approved and selected by the American Arbitration Association.
- 7) Any and all disputes as to the meaning or intent of this resolution shall be subject to mediation as provided under the above paragraph Six (6).

II. AGREEMENT TO PROVIDE METER READINGS, BILLING INFORMATION AND LICENSE FOR AUDIT PURPOSES

The parties hereto acknowledge and agree that it is necessary to provide Water Meter reading and/or billing from one party to another in the event of split water and sewer services being provide by the parties hereto to the same customers; or in the event of the failure of one party to provide such billing/reading and/or in the event of a third-party audit, to grant access or permission for the parties hereto to read the water meters of the other party.

THEREFORE, all parties to this agreement are hereby granted the Authority, License and/or Easement, one from the other, to read one another's water meter under the conditions outlined above

So resolved this ______ day of August, 1999.

CITY OF HIAWASSEE:

Approved:

H HOODENPYLE HUGH HOODEN

ANINE JOHNSON CLYT

ERNEST DOW

Betty Dowers BETTY BOWERS M. Muliman

So resolved this 23 day of August, 1999.

TOWNS COUNTY WATER & SEWER AUTHORITY

Approved au

h. N. D.O

08-03-99

Service Delivery Area Agreement

For Water and Sewer Service

Between the City of Hiawassee and the Towns County

:

- I. Existing Water and Sewer System and Services Defined
- II. Future Water and Sewer Service Delivery Areas Defined
- III. Intent to Cooperate
- IV. Legal Advisors
- V. Jurisdiction, venue and enforcement
- VI. Approval by Participants

STATE OF GEORGIA COUNTY OF TOWNS

This Service Delivery Area Agreement is entered into on the _____ day of August 1999, by and between the City of Hiawassee, Georgia (hereinafter "Hiawassee"), the Commissioner of Towns County, Georgia (hereinafter, "Towns County" or "Commissioner"), and the Towns County Water and Sewer Authority (hereinafter, "Authority"). The foregoing entities are existing in and by virtue of the laws of the State of Georgia, each being the governing authority within their respective municipal and county boundaries or a legal entity created to provide Water and Sewer Services within Towns County, Georgia, and each being legally empowered and authorized to enter into this agreement by the signatures of the undersigned representatives of each entity.

The purpose of this Agreement is to agree to and establish Service Deliver Areas for the provision of existing and future Water and Sewer Services within Towns County, Georgia, and to establish the obligations, privileges, duties and legal relationship of the parties hereto within the Service Delivery Areas so established.

It is the intent of the parties hereto to comply with House Bill 489, enacted during the 1997 Session of the Georgia General Assembly, as codified in Code Section 36-70 of the Official Code of Georgia Annotated, the Service Delivery Strategy Law, as it relates to Water and Service Services to the residents of Towns County; and to hereby establish Service Delivery Areas under the authority of and in compliance with the afore stated Service Delivery Strategy Law.

For and in consideration one dollar in hand, deliver by each party or participant one to the other,

receipt of which is hereby acknowledged by each, and of the mutual covenants and recitals contained herein,

Page 2 of 8

and of other good and valuable consideration contained herein, Hiawassee, Towns County and the Authority

hereby agree as follows:

I. EXISTING WATER AND SEWER SYSTEMS AND SERVICES DEFINED

(a) The Existing Hiawassee Water and Sewer System shall consist of certain water and sewer

system facilities and improvements constructed by the City of Hiawassee and described in plans

and engineering reports prepared of Bill Rogers, P.E., City Engineer, and as such facilities exist

on July 20, 1999, and as such facilities are shown or located as marked in red on Exhibit "A" and

Exhibit "B" hereto, which taken in their entirety show the Hiawassee Water and Sewer System.

Said plans and engineering reports and Exhibits are hereby incorporated herein as if set out fully

herein.

(b) The Existing Towns County Water System shall consist of those lines and facilities serving

Towns County, located outside the corporate city limits of the City of Hiawassee, and not

identified in the above referenced plats and plans of the City Engineer as belonging to the City

Page 3 of 8

of Hiawassee. The Parties acknowledge that the existing Towns County Water System is owned and

operated independently by the Towns County Water and Sewer Authority, said Authority being a party to this

agreement.

SERVICE DELIVERY AREAS FOR EXISTING SERVICES AND FACILITIES

Notwithstanding any provision of this agreement to the contrary, the parties agree as follows:

(1)The parties hereto agree that those areas of Towns County which are currently served by Hiawassee

are hereby established as the Hiawassee Service Delivery Areas for water and sewer services; and all area of

Towns County located within the corporate city limits of the City of Hiawassee is hereby designated as the

Hiawassee Service Delivery Area for water and sewer.

2) The parties hereto agree that those areas of Towns County which are currently served by the

Authority are hereby established as the Authority Service Delivery Areas for water and sewer services.

II. FUTURE WATER AND SEWER SERVICE DELIVERY AREAS DEFINED

(a) The Hiawassee Water Service Delivery Areas for future expansion and provision of Water

Services within Towns County, Georgia shall be those areas identified and marked in red on

Exhibit "A" hereto. Said Exhibit being a color coded map showing areas currently served by

Hiawassee and those areas of Towns County which will or may be serviced by Hiawassee in

future expansions as marked in red.

(b) The Hiawassee Sewer Service Delivery Areas for future expansion and provision of Sewer

Services within Towns County, Georgia shall be those areas marked in red and identified in

Exhibit "B" hereto. Said Exhibit being a color coded map showing those areas currently

served by Hiawassee and those areas of Towns County which will or may be serviced by

Hiawassee in future expansions as marked in red.

(c) The Towns County Water and Sewer Service Delivery Areas for future expansion and provision

of Water and Sewer Services within Towns County, Georgia shall be all areas of Towns County

not identified or marked in red in Exhibit "A" or "B" hereto as designated for Hiawassee.

III. INTENT TO COOPERATION IN GRANT, LOAN OR FUNDING REQUESTS

It is the intent of the Parties hereto to cooperate with one another in seeking grants, loans and funding

requests to public and private agencies to expand each party's water and sewer facilities in keeping with the

Service Delivery Areas identified herein. Therefore the parties hereto agree that either party upon request

will provide to the requesting party all appropriate letters of support, commitment and agreement which

reflect the intent and spirit of this agreement.

IV. LEGAL ADVISORS

The content of this document has been reviewed and approved as to form by the Legal Advisors listed

below who represent the participants to this agreement.

V. APPROVAL BY PARTICIPANTS

In witness whereof, the parties hereto have executed three (3) copies of this SERVICE DELIVERY

AREAS AGREEMENT; all three (3) of which shall be deemed originals on the date shown hereafter.

VI. JURISDICTION, VENUE AND ENFORCEMENT OF AGREEMENT

Jurisdiction, venue and the enforcement of this Agreement at law or in equity shall be in the Superior Court of Towns County, Georgia. All provisions of this agreement and its enforcement shall be governed by the Laws of the State of Georgia.

VII. APPROVAL BY PARTICIPANTS

THE CITY OF HIAWASSEE

(SEAL)

Barbara Mathis, Mayor

Attest:

Wylene White, City Clerk

Approval as to Form:

Richard H. Stancil, Esquire

TOWNS COUNTY WATER AND SEWER AUTHORITY (SEAL)

By:

Carl Cloer, Chairman

Mle Attest

Approval as to Form:

Charles Cory, Esquire

TOWNS COUNTY, GEORGIA (SEAL)

By: JACK DAYTON, COMMISSIONER

Attest: **[**

Approval as to Form:

Charles Cory, Esquire

Page 8 of 8

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: Towns

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

None identified

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

amendments to existing comprehensive plans

X adoption of a joint comprehensive plan

other measures (amend zoning ordinances, add environmental regulations, etc.)

add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

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

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

Passed a resolution which is included as part of this document.

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?

Resolution pertaining to this issue included as part of this document.

5. Person completi	Jack	c Dayton
Phone number:	ng form: 9407 706-896-2276	

276 Date completed: 05/14/99

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? Xyes no

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



A Resolution Establishing a Process To Insure Compatibility with Applicable Land Use Plans and Ordinances And to Resolve Inter-Governmental Land Use Plan and Ordinance Inconsistencies Pursuant to the Provision of New Extra Territorial Water and Sewer Services

WHEREAS. the Towns County Board of Commissioners and the Mayor and Councils of its political jurisdictions have found it necessary, desirable and in the public interest to establish a formal process to insure that the provision of new extraterritorial water and sewer service is consistent with all applicable land use plans and ordinances of adjoining governments, and

WHEREAS, the Towns County Board of Commissioners and its municipal jurisdictions have determined that a process to insure land use compatibility as it relates to the provision of new extraterritorial water and sewer services and land use plans/ordinances, and

WHEREAS. the Towns County Board of Commissioners and the governing bodies of the County's municipal jurisdictions have jointly developed a cooperative plan to insure consistency with applicable land use plans / ordinances,

BE IT THEREFORE RESOLVED by the Towns County Board of Commissioners of Towns County, Georgia and the governing bodies of the Cities of Hiawassee and Young Harris, IT IS HEREBY RESOLVED by the Authority of same:

Section 1. Effective immediately upon the adoption of this Resolution by the respective governments, the following process for insuring that proposed extraterritorial water and sewer service is compatible with the land use plans/ordinances of the new territory shall be implemented:

- 1. Prior to initiating the development of water and sewer services in extraterritorial boundaries, the local government proposing the new service will notify the adjacent government of the proposed new service by providing information on location of property, size of area, and existing proposed land use associated with the property.
- 2. Within 10 working days following receipt of the above information, the local government receiving the notice of water/sewer extension will forward to the local government proposing the extension a statement either : (a) indicating that the proposal is compatible with that community's land use plan and all applicable ordinances; or (b) a description of why the proposal is inconsistent with the land use plan or ordinances providing supporting evidence. If the community proposing the service extension does not receive a response in writing within the deadline, the proposal shall be determined to be consistent with the community's land use plan or land use ordinance.
- 3. If the community desiring to extend the water or sewer services receives a notification that the proposal is compatible with the land use plan, the community may respond in writing within 10 days of receiving the notification of land use inconsistency by: (a) requesting a meeting to discuss a formal change to the land use plan; (b) agreeing with the content of the notification

and stopping action on the proposed service extension.

- 4. In the event the respective jurisdictions seek mediation, the governments will agree on a mediator, mediation schedule and determine participants in the mediation. Any costs associated with the mediation will be shared pro rata by the county and the cities based on population in accordance with the most recent decennial census.
- 5. A proposal to extend extraterritorial water and sewer service shall not be implemented until any bona fide land use plan or land use ordinance inconsistencies are resolved pursuant to the dispute resolution process.
- 6. However, the final determination of the land use plan or land use ordinance will be according to the governing body receiving the proposed service extension.

Section 2. All ordinances and resolutions in conflict herewith are hereby repealed.

DATE: 10-28-99

ATTEST:

Wilma younghe County Clerk

Towns County/Board of Commission Sole Commissioner

alono (1)

City of Hiawassee

Hanard

City of Young Harris Carlos vo an

Mayor

SERVICE DELIVERY STRATEGY DISPUTE RESOLUTION PROCESS for Towns County and Municipalities

The Cities of Hiawassee and Young Harris, and Towns County hereby agree to implement the following process for resolving land use disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities,¹ the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation. Such information shall be provided to Towns County within 10 working days of receipt of annexation petition.

Within 15 working days following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a *bona fide* land use classification objection(s)², the city will respond to the county in writing within 15 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.³
- 4. If any of the cities initiate mediation, that city and the county will engage in a mediation process. This mediation process is outlined in an addendum which is considered a part of this document. Any costs associated with the mediation will be shared equally by the parties (local governments) participating.

 2 As defined in O.C.G.A. 36-36-11(b)

³At this point, it is important to notify the property owner(s) of the status of his annexation request.

¹Cities should not validate a petition for annexation or adopt a resolution of intent to annex prior to completion of this annexation dispute resolution process.

- 5. If no resolution of the county's bona fide land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
- 6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s) within 15 working days from the date of the agreement.

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on the property. The property owner(s) shall sign, notarize and return the agreement to the city. The agreement shall become final when signed by the city and the county and shall be filed at the courthouse.

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

Attest

Attest

Attest

ack Dayton

Chairman, Towns County Commission

Barbara Mathis Mayor, City of Hiawassee

arless Dampson

Carless Sampson Mayor, City of Young Harris

TOWNS COUNTY AND MUNICIPALITIES DISPUTE RESOLUTION PROCESS

MEDIATION PROCESS

Mediation Committee

The city and county will each select two individuals to serve on a Mediation Committee. An additional or 5th member will be selected by the four appointees. The GMRDC will then provide the names of three mediators from which the five committee members will select one. The mediator will serve to guide the committee through the process.

Parties to the Mediation

The jurisdiction requesting the mediation and the jurisdiction required to act on the proposed change in land use will be parties to the mediation. The mediation sessions will be open to the public but general public comment will not be taken during the mediation sessions. Public input will be allowed in the regular public hearing after the mediation and before the continued hearing is ended. This procedure will allow public comment on the results of the mediation before final action.

Choice of Mediator

The GMRDC will be asked to propose three mediators. If the jurisdictions in conflict cannot agree on a mediator from among this pool, the GMRDC will select a fourth mediator to conduct the mediation. The party requesting the mediation will coordinate the selection process and make arrangements with the mediator.

Payment for the Mediation

The parties (local governments) participating in the mediation will equally share the cost of the mediation. Parties will be prepared to pay at each session or in the manner negotiated with the mediator.

Scheduling the Mediation

The jurisdiction requesting the mediation in consultation with the other parties and the mediator will select the time for the mediation. The jurisdiction acting on the proposed land use change will arrange a facility for the mediation. The initial mediation session will be scheduled for two hours. Additional sessions will be determined by participants during the first session.

Results of the Mediation

The mediator will provide to all parties a written report, including any agreements between the parties in conflict. The mediator will also specify any remaining conflicts and will provide an assessment of the potential value of any further mediation.

The legislative body of the jurisdiction acting on the proposed land use change will consider the results (the mediator's report and any agreements) of the mediation as part of the hearing process and part of the official record of the hearing.

Agreements made during the mediation will become part of the final action on the proposed land use change.

If no agreement regarding any specific conflict results from the mediation, the parties retain their rights to legal remedies.

A CAR			VERY STRATEGY		PAGE 4
	county seat; 3) all cli population of between	minimum, be signed by an authorized repr ties having 1990 populations of over 9,000 en 500 and 9,000 residing within the count equired to sign this form, but are encourag	esentative of the following governm) residing within the county; and 4) r y. Cities with 1990 populations belo	ents: 1) the county; 2) the city servin to less than 50% of all other cities w ow 500 and authorities providing ser	ng as the ith a 1990
		LIVERY STRATEGY FOR	TOWNS	County	
We, the un		ed representatives of the jurisdicti	ons listed below certify that		
1. We accu 2. Our resp 3. Our boun loca 4. Our join the o serv 5. The	have executed agre- urate.depiction of o service delivery st isonsive manner (O. service delivery st ndaries of a service ted within the geog service delivery st tly funded by the c county are borne by rice (O.C.G.A. 36-7	eements for implementation of our our agreed upon strategy (O.C.G.A rategy promotes the delivery of 1c C.G.A. 36-70-24 (1)); rategy provides that water or sew provider are reasonable and are a graphic boundaries of the service p rategy ensures that the cost of any ounty and one or more municipality ounty and one or more municipality ty the unincorporated area resident 70-24 (3)); and olving land use disputes arising o	r service delivery strategy an 36-70-21); local government services in the er fees charged to customers not arbitrarily higher than the provider (O.C.G.A. 36-70-24 services the county governm ities) primarily for the benefit s, individuals, and property of	d the attached forms provide he most efficient, effective, a located outside the geographi fees charged to customers (2)); nent provides (including those t of the unincorporated area o owners who receive such	nd ic e f
SIGNATURE:		NAME:	TITLE:	JURISDICTION:	DATE:
		(Please print or type)			
Jack.	Rayton	Jack Dayton	Sole Comm.	Towns Co.	10-6.9
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TOWNS COUNTY HB 489 SERVICE DELIVERY STRATEGY

Existing Agreements

Mid 1970 – Present Year to Year Renewal **Towns/Union Counties**

Joint Jail Operation Agreement

1996 – Present Year to Year Renewal Towns/Union/Fannin

Multi County Industrial Development Authority Agreement

1999 – On-going

City of Hiawassee/ Towns County Water & Sewer Authority Comprehensive Management Agreement

Existing and Future Service Areas Defined

1999 – On-going Year to Year Renewal **Towns / Rabun Counties**

Emergency Services Agreement To Service Citizens of Tate City Area of Towns County



